

EQUITY AND LAW

LIFE ASSURANCE SOCIETY,
18, LINCOLN'S INN FIELDS, LONDON, W.C.
ESTABLISHED 1844.

DIRECTORS.

Chairman—John Croft Deverell, Esq. *Deputy-Chairman*—Richard Stephens Taylor, Esq.
Harold Agnew, Esq. L. W. North Hickley, Esq.
Alexander Dinwiddie Bateson, Esq., K.C. Archibald Herbert James, Esq.
C. E. Broughton, Esq. The Rt. Hon. Lord Macnaghten, G.C.M.G.
Edmund Church, Esq. William Maples, Esq.
Philip G. Collins, Esq. Edward Moberly, Esq.
Robert William Diddio, Esq. The Hon. Mr. Justice Phillimore.
Sir Kenelm E. Digby, G.C.B., K.C. George Thompson Powell, Esq.
Charles Baker Dimond, Esq. Mark Lemon Romer, Esq., K.C.
Sir Howard W. Elphinstone, Bart. The Hon. Charles Russell.
The Hon. Mr. Justice Grantham. H. F. Bowling Trevelion, Esq.
Richard L. Harrison, Esq.

FUNDS EXCEED - - £4,750,000.

All classes of Life Assurance Granted. Reversions and Life Interests Purchased
Loans on Approved Securities entertained on Favourable Terms.

W. P. PHELPS, *Actuary and Secretary.*

FLOWERDEW & CO.,

COSTS DRAWN AND SETTLED (from papers alone, if necessary)
TRANSLATIONS OF NOTARIAL QUALITY.
VERBATIM LAW REPORTING.

Permanent Office Staff in each Department.

Head Offices: 14, BELL YARD, TEMPLE BAR, W.C.

Also at 11, Poultry and Salisbury House, E.C.

Telephones: Holborn 600 and Central 6150. Telegrams: "Flowerdew, London."

THE SOLICITORS' JOURNAL AND WEEKLY REPORTER

Vol. 55 of THE SOLICITORS' JOURNAL AND WEEKLY REPORTER commenced on October 29th, 1910. Annual Subscription, which must be paid in advance: £1 6s.; by post, £1 8s.; Foreign, £1 10s. 4d.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

Cheques payable to H. Villers.

OFFICE: 27, CHANCERY LANE.

LEGAL AND GENERAL

LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

10, FLEET STREET, LONDON.

THE
PERFECTED SYSTEM
OF
LIFE
ASSURANCE.

FREE, SIMPLE AND SECURE.

FUNDS - - - £7,500,000 INCOME - - - £1,024,000
NEW BUSINESS 1910 - £3,315,000 BUSINESS IN FORCE £27,713,000

TRUSTEES.

The Right Hon. The Earl of Halsbury.
The Hon. Mr. Justice Deane.
His Honour Judge Bacon.
ROMER WILLIAMS, Esq., D.L., J.P.
CHARLES P. JOHNSON, Esq., J.P.

DIRECTORS.

Chairman.
ROMER WILLIAMS, Esq., D.L., J.P.
Bacon, His Honour Judge.
Deane, The Hon. Mr. Justice.
Farrer, Henry L., Esq.
Finch, Arthur J., Esq., J.P.
Follett, John S., Esq., J.P.
Frere, John W. C., Esq.
Grant-Meek, A., Esq., J.P. (Devises).
Haldane, Francis G., Esq., W.S.

Deputy-Chairman.

CHARLES P. JOHNSON, Esq., J.P.
Healey, Sir C. E. H. Chadwyck, K.C.B., K.C.
Masterman, Henry Chauncy, Esq.
Mellor, The Right Hon. John W., K.C.
Rawle, Thomas, Esq.
Rider, Jno. E. W., Esq.
Saltwell, Wm. Henry, Esq.
Tweddle, R. W., Esq.
Younger, Robert, Esq., K.C.

REVERSIONS AND LIFE INTERESTS.—The Society lends in large or small amounts, and purchases at favourable prices.

The Solicitors' Journal

and Weekly Reporter.

LONDON, MAY 6, 1911.

* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

Annual Subscription, 26s., by post 28s., half-yearly and quarterly in proportion.

Contents.

CURRENT TOPICS	473	OBITUARY	484
THE APPOINTMENT OF JUSTICES	476	LEGAL NEWS	484
COMPLETION OF THE ROLLS SERIES	477	COURT PAPERS	485
OF YEAR BOOKS	477	WINDING-UP NOTICES	487
REVIEWS	478	CREDITORS' NOTICES	488
CORRESPONDENCE	478	BANKRUPTCY NOTICES	488

Cases Reported this Week.

Bath v. Standard Land Co. (Lim.)	482
Carmen Thomas, Re, Ex parte Warner	482
Earl of Stamford and Warrington's Settled Estates, Re, Payne v. Grey	483
F. v. F., otherwise P.	482
George v. Davies	481
Knill v. Dumergue	479
Meynell v. Morris	480
Plasycod Collieries Co. v. Partridge, Jones, & Co. (Lim.)	481
Ramoneur & Co. (Lim.) v. Brixey	480
Willies v. Spooner	479

Current Topics.

Covenants to Repair.

IT is settled that a covenant to repair contained in a lease is to be construed with reference to the condition of the premises at the commencement of the lease: *Walker v. Hatton* (10 M. & W. 258). The lessee is not bound to leave for his landlord a new house, but the house which he took, in a state of fit repair as such house: *Seales v. Lawrence* (2 F. & F. 289). And, according to a well-known dictum attributed to TINDAL, C.J., in one of the reports of *Gutteridge v. Munyard* (1 Moo. & R. 334, at p. 336; 7 C. & P. 129), the tenant is also absolved from making good the ravages of time during his tenancy: "What the natural operation of time flowing on effects, and all that the elements bring about in diminishing the value, constitute a loss which, so far as it results from time and nature, falls upon the landlord." But in the recent case of *Lurcott v. Wakely & Wheeler* (1911, 1 K. B. 905), in the Court of Appeal, the authority of this dictum has been questioned, and it will not be safe to rely on it in future. It was admitted that, where a building has from natural causes fallen into such a condition that it requires to be rebuilt, this is an expense which does not fall on the lessee under his covenant to repair. To this effect was the decision in *Lister v. Lane* (1893, 2 Q. B. 212). And, similarly, where a lessor covenants to repair, this does not bind him to take down and rebuild the premises: *Torrens v. Walker* (1906, 2 Ch. 166). But, according to the present decision, this principle does not apply where a part of the building has fallen into such a condition through age that it requires to be replaced. Hence where an outer wall had become unsafe, and the local authority gave notice that it should be taken down and rebuilt, the expense of doing this fell upon the lessee under his covenant to repair. The case was treated as identical with the repair of any other part of the premises, such as the roof, which clearly has to be done by the tenant. In future the dictum in *Gutteridge v. Munyard* will have to be taken with considerable qualifications.

Reconveyance on Repayment of Mortgage.

THE DECISION of WARRINGTON, J., in *Rourke v. Robinson* (1911, 1 Ch. 480), with reference to reconveyance of mortgaged

property, is of considerable practical importance. Notice expiring on the 27th of June, 1909, had been given by a mortgagee for payment off of three mortgages created by the same mortgagor. The money was not paid on that date, but there were subsequent negotiations between the solicitors for the parties, in the course of which drafts of the reconveyances were settled; but the mortgagee's solicitor omitted to procure the execution of the reconveyances in anticipation of repayment. On the 12th of August, 1909, the mortgagor's solicitor gave notice that he would attend at the office of the mortgagee's solicitor on the 17th of August, and tender the amount due, and would require the reconveyances to be handed over completed. He attended accordingly, and made a tender in cash of the full amount due, but the mortgagee's solicitor was not ready with the reconveyances. The deeds were there, and the mortgagor could have had them, but the reconveyance he could not have. Accordingly, the money was not paid, and an action for redemption was commenced. WARRINGTON, J., held that the mortgagor had committed a breach of obligation towards the mortgagor in not having the reconveyances ready to hand over in exchange for the money. Hence, no further charges could be added to the mortgage debt for interest or costs after the tender, and the mortgagee was liable for the costs of the action. The mortgagee's right to costs can, indeed, "only be lost or curtailed by such inequitable conduct on the part of a mortgagee . . . as may amount to a violation or culpable neglect of his duty under the contract": *Coltwell v. Stratton* (L. R. 8 Ch., p. 302); but in the opinion of WARRINGTON, J., there had been such a violation of duty in the present case. It does not appear whether the same rule will apply where the mortgagor attends with the money on the day of expiration of the notice without previous appointment or previous settlement of the reconveyance. As a matter of convenience it ought not to apply, but the reasoning of the learned judge appears to extend to such a case. When the money is due, so we understand him to have held, the mortgagor is entitled to tender it, and the mortgagee must hand over in exchange the deeds and the reconveyance. In future it will be prudent for a mortgagee to ascertain beforehand if the money is to be paid on the due date and arrange as to reconveyance accordingly.

The Legality of Coronation Expenses.

THE NATURAL desire of the loyal inhabitants of Wimbledon to celebrate in a manner becoming the dignity of so famous a suburb the coronation of His Majesty GEORGE V. led them into an embarrassing difficulty which was finally disposed of in a satisfactory manner by the Divisional Court last Tuesday (*Re v. Mayor of Wimbledon*, *Times*, April 26th). Since the Borough of Wimbledon is a statutory corporation, governed by the Municipal Corporation Acts, 1835 and 1882, its powers extend only to such objects as are conferred upon such corporations by the Acts in question and others, general or special, which grant them enabling powers. Now it is settled law that a municipal corporation cannot expend the borough fund for merely ceremonial purposes, e.g., the purchase of a gold chain for the mayor (*Attorney General v. Mayor of Batley*, 1872, 26 L. T. 392), the expenses of a dinner and ball in the case of a vestry (*Attorney-General v. Bernondsey Vestry*, 1883, 23 Ch. D. 60), and even the entertainment of a manorial jury at dinner by a borough which possessed the manorial rights (*R. v. Mayor of B.*, 1883, 47 J. P. 756, n) have all been held to be *ultra vires*. On the other hand, under section 15 of the Municipal Corporations Act, 1882, a borough can vote to its mayor an adequate sum for remuneration, and this plan is usually adopted to recompense the mayor for the sums he has in practice to disburse in order to maintain the civic reputation for hospitality. The Wimbledon Borough Council accordingly voted to its mayor a sum by way of remuneration, but attached a condition that the sum should be spent on certain Coronation expenses. This would appear to be clearly *ultra vires*, since it limits the mayor's unfettered discretion in the user of the sum voted (*Attorney-General v. Cardiff Corporation*, 1894, 2 Ch. 337). Accordingly some opponent of the proposed course applied for a writ of *certiorari*, bringing up the resolution to be quashed in the High Court; but on the return to the writ, after an adjournment to

consider the situation, it was stated upon affidavit that the conditional resolution had been rescinded and one had been passed giving the mayor the sum as salary without any conditions whatever. This course the court assented to as perfectly legal, and dismissed the rule, though without costs. While the course taken is the right one in the circumstances, we cannot help disliking the necessity for evading a statutory limitation of powers by a merely colourable exercise of other powers intended to be used for a different object. It would surely be better to amend the law by enabling corporations to expend a reasonable sum on hospitalities or ceremonies which are essential to their municipal dignity.

Delegatus non Potest Delegare.

THAT A trustee may not transfer to another his duties of trust and confidence; that a corporation cannot hand over its powers to a nominee; that a public official cannot demise his office to a subordinate—these are elementary doctrines which are summed up comprehensively in the well-known legal maxim *Delegatus non potest delegare*. But to accept a maxim is one thing; to know exactly when to apply it in a border line case is quite another, and a much more difficult, thing. This difficulty faced Mr. Justice WARRINGTON in the case of *Titchhurst and District Water and Gas Co. (Limited) v. Gas and Waterworks Supply and Construction Co. (Limited)* which we reported last week (*ante*, p. 459). There a water company, the statutory undertakers of water supply for a certain area, entered into an agreement with a waterworks company to do a number of things within the statutory area of the former, including the construction of mains and works, the supply of water in bulk, the distribution of it to customers, and the collection of water rates. Now it is quite clear that if the agreement had simply purported to delegate the powers and duties of the undertakers to the contractors within the whole or part of the former's statutory area, it would have infringed the maxim and would have been *ultra vires*. On the other hand, to agree with a contractor as to the construction of mains or works is no doubt in itself quite *intra vires*. Probably the same is true of each of the other clauses in the agreement, taken by itself. No one of them, taken by itself, amounts to a "delegation" of the statutory duty of the undertakers. Thereupon Mr. Justice WARRINGTON jumped at once to the conclusion that, since each single clause was *intra vires*, therefore, the sum total of the clauses was *intra vires*; and accordingly he held the agreement valid. We respectfully submit that this chain of reasoning involves a complete *non sequitur*. Surely a contract may be invalid as the cumulative effect of a series of provisions, each one of which, if it stood alone, could be legally supported. Examples occur every day in the case of contracts in restraint of trade. The true test is whether the agreement transfers to the contractors so many of the statutory undertakers' powers and obligations as to amount substantially to an imposition of their statutory duty on the contractors within the area to which the agreement relates. It is hard to avoid the conclusion that in this case the delegation alleged does, in fact, arise. Probably the case will go in due course to the Court of Appeal, which may perhaps shed new light on a vague and obscure, but very important, legal maxim.

What is a "Mahogany Billiard Table"?

IN A CASE of *Burroughes & Watts (Limited) v. Watson* the Scottish Court of Session have recently dealt with the question of the meaning for trade purposes of a "mahogany billiard table." The plaintiffs, the well-known makers, had supplied to the defendant a number of billiard tables under two hire-purchase agreements in which this description was used, and after using them for some time in billiard rooms of which he was the proprietor, he claimed to reject them on the ground that they were not made, so far as the wood was concerned, entirely of mahogany. The question raised in the action was thus stated by Lord GUTHRIE at the trial: "Must a table, to be a 'mahogany billiard table,' consist, so far as timber is concerned, entirely of mahogany; or is it sufficient that the exposed parts be of mahogany, solid where necessary for efficiency, as in the case of the legs and cushion rails, and veneered with mahogany or some other timber, where solidity is not necessary, as in the case of the frame; the parts not exposed—namely, the bearers and cross-

bars supporting the slates—being of any suitable timber?" The latter branch of the question represented the manner in which the tables supplied by the plaintiffs were constructed, and there was clear evidence that, until a few years ago, it was, save in the case of tables constructed for hot climates, the ordinary, if not the invariable, practice to supply such tables as mahogany tables, and that such tables were, and are invariably sold at the present day as "mahogany billiard tables." The wood used in combination with the mahogany is pine. But it appears that within the last few years an inferior mahogany has been introduced from Africa, known as gaboon, and it has become a usual practice with some manufacturers to use gaboon, which is cheaper than pine, throughout the tables. Under these circumstances Lord GUTHRIE held that the defendants had performed their contract by supplying, as "mahogany tables," tables made of mahogany to the extent formerly universal and still usual in the trade, and his decision was affirmed by the Court of Session. On the appeal, the question of the meaning of the term was treated by the Lord President as a question of trade usage. It was evident, he said, that the word "mahogany," as applied to a billiard table, must have a trade acceptance, because nobody supposed that a billiard table as a whole could be made of mahogany, there being many parts of it which must be made of other substances. And from the judgment of Lord GUTHRIE it seems that the same principle applies to articles of furniture which are made entirely of wood, and that a mahogany bookcase is properly so termed if the essential parts are made of mahogany. Such terms, indeed, are not to be construed literally, but in accordance with what a customer is entitled to get, having regard to established trade usage. A few years ago Judge PARRY, at the Salford County Court, held that a "walnut dressing table" was not according to contract unless made entirely of walnut wood—a decision which, we believe, surprised the cabinet-making trade. It seems clear that the use of an expensive wood in all the interior parts of a piece of furniture may be both wasteful and inconvenient. The present decision of the Scotch courts puts the matter on a sounder footing.

Friendly Societies and Industrial and Provident Societies.

THE CASE of *Griffiths v. Eccles Industrial and Provident Co-operative Society* (1911, W. N. 104) should draw attention to a peculiar feature of the Friendly Societies Acts and the Industrial and Provident Societies Acts. The two streams of legislation have been flowing side by side in separate channels, when for many purposes they might more usefully have been conducted along a single channel. In some instances desirable innovations in ordinary property law have been introduced, but (though the objects have been the same) one formula has been used for Friendly Societies and another for Industrial and Provident Societies. The provisions which allow members to dispose of their interest in these societies by "nominations," instead of formal wills, afford an illustration. The validity of one of these "nominations" was the point in dispute before the Court of Appeal in *Griffiths v. Eccles Industrial and Provident Society*. The Acts relating to Industrial Societies are now consolidated in the Act of 1893 (56 & 57 Vict. c. 39), and the section relating to "nominations" is section 25. Sub-section 1 of this section permits a member to "nominate" someone to whom the nominating member's interest "shall be transferred at his decease, provided the amount credited to him in the books of the society does not then exceed one hundred pounds sterling." The whole and sole question that the Court of Appeal had to decide was whether the word "then" referred to the date of nomination or the date of death. VAUGHAN-WILLIAMS and KENNEDY, L.J.J., thought that the date of nomination was referred to, whilst FARWELL, L.J., thought that the date of death was meant. It was accordingly decided that "then" referred to the date of nomination, so that if a nomination were made when £99 19s. 0d. were standing to the member's credit, and this were increased to £100 1s. 0d. at the time of his death, the nomination would still be valid. (The actual figures in the present case were not these exactly, but very nearly—about £95 and £103 respectively.) Now, turning to the Friendly Societies

legislation, we find that these Acts are now consolidated in the Act of 1896 (59 & 60 Vict. c. 25), of which section 56 is the relevant section. That section permits the same system of nomination, and it would be difficult to suggest any good reason why both sections should not be worded in the same way. However, the language used is quite different, though the purpose to be achieved appears to be precisely the same. In the case of the Friendly Society the member may "nominate a person to whom any sum of money payable by the society or branch on the death of that member, not exceeding one hundred pounds, shall be paid at his decease." The language is sufficiently different from that used in the Industrial Societies Act to make it doubtful how far the recent decision could be applied to it. The proper course, in the interests of everyone connected with either kind of society, would seem to be to place both institutions on the same footing with regard to these "nominations." It is suggested that in both cases the limit of £100 might be provided for by simply enacting to the following effect: "No such interests shall be paid or transferred to a nominee as aforesaid to an amount or value exceeding one hundred pounds." The validity of a nomination should not be left to depend on the difference of a shilling.

Legal Education in the Days of Lord Eldon.

THE WRITER of an article on Legal Education which appeared in the *Gentleman's Magazine* more than a century ago takes many objections to the manner in which students were then instructed in the law. He cannot believe that the raw youth from school or college who is sent to a special pleader's chambers for a premium of one hundred guineas per annum can be expected to derive much information there, and thinks that no one can be surprised at seeing the box lobby, the opera, Bond Street, and every place of public entertainment continually haunted with law students wasting in idle, if not pernicious, pleasures those precious hours which, devoted to study and the pursuit of their profession, intermixed with instruction and wholesome recreation, might gain them the well-earned approbation of their own consciences, and the esteem and confidence of their fellow citizens. The writer would supersede this procedure by taking the youth at the age of sixteen from a good grammar school, which has made him complete master of the French and Latin languages (the grammar schools must have been very good in those days), and placing him in the office of an attorney of general practice for three years to see the mode in which business is carried on. He may there in his leisure hours take precedents and notes on the particular line for which he is intended, and read the best elementary and theoretical treatises on the law. Having in this manner acquired habits of steadiness and application, he may be placed with a special pleader for three years to copy precedents and draw pleadings and to read "all the modern, and a few of the ancient, reporters." We have a high opinion of the intelligence and industry of the law students of the present day, but we doubt very much whether any one of them could be persuaded to read, during his pupillage in chambers, the *Law Reports* from their commencement in 1866 to the present day, and also a selection from the earlier Victorian reports.

Judicial Notice of a Custom.

A CURIOUS little point arose in the case of *George v. Davies* (reported elsewhere). The Divisional Court had to consider whether or not there was any evidence to support a decision of Judge BACON, who had decided that the local custom as to hiring domestic servants in London entitles the servant, during the first fortnight of the first month, to give notice at any time terminating the hiring at the end of that month. No evidence as to this custom had been adduced, but the county court judge stated that evidence of such a local custom had on many occasions been before him, on the strength of which he had decided that the alleged custom existed; now he felt himself entitled to take judicial notice of the custom, and to hold, in the absence of any evidence, that it in fact existed. The Divisional Court upheld this decision on the ground that the judge was entitled to take judicial notice of the point so that no new evidence was required to establish the custom. It must, therefore, be now regarded as law that such a custom exists in London, and anyone disputing the custom

must in future call evidence to shew that the custom has become obsolete or changed since the date of this decision. Customs, as our readers will recollect, are either manorial, local, or general, according to the nature of the area over which they extend; but in each case the mode of establishing a custom appears to be the same. It must, in the first instance, be proved by evidence; but in due course judicial notice may be taken of it: see *Smith v. Wilson* (1832, 3 Barn. & Adol. 728), *Goodwin v. Roberts* (1876, 1 App. Cas. 476). Hitherto, however, it has generally been supposed that such judicial notice could only be taken for the first time by a High Court judge after trial with or without a jury.

"A Mere Question of Fact."

ANY ONE WHO is familiar with the modern law reports must have often observed that one at least of the judges who take part in the decision of a court of appeal is fond of expressing his opinion that the point to be determined is a "mere question of fact." It is well established that where a case is tried by a jury the presiding judge is not entitled to determine facts, and, therefore, where evidence is given as to any fact, the jury must determine whether they believe it or not. In the same manner magistrates or county court judges, when placed in the situation of a jury, are alone judges of the degree and sufficiency of the evidence and the credit due to the witnesses. But in many cases it is by no means easy to keep the law and the facts separate—a difficulty which has recently been illustrated by a suggestion that cases under the Workmen's Compensation Act, 1906, should be treated as questions of fact and submitted to an arbitrator, whose decision should be final and subject to no appeal. The decisions as to whether an accident causing personal injury is an accident arising out of and in the course of the employment of the claimant are certainly embarrassing. These decisions are rapidly increasing, and the difficulty of advising employers and workmen as to whether claims should be preferred or resisted is proportionately increased. But an arbitrator would not be likely to introduce the practice of giving reasons for his judgment, and in the absence of precedents the law would remain in the same obscurity as under the present system.

The Right to an Undrawn Balance.

A POINT which must have arisen often enough in the course of commercial transactions, but on which no clear authority appears to have existed, is that which arose in *Société Coloniale Anversoise v. London and Brazilian Bank* (ante, p. 460). The plaintiffs remitted to the defendants certain sums to be paid to the plaintiffs' agent's account with the defendants and drawn upon by the agent for the purposes of the plaintiffs' business. Before the moneys had all been so drawn out, the plaintiffs terminated the agency; notified that fact to the bank, and claimed the undrawn balance of the account. The bank maintained, on the authority of *Lassell v. Cooper* (9 C. B. 509), *Sims v. Bond* (5 B. & Ad. 389), *Calland v. Lloyd* (6 M. & W. 26), that the moneys in the account had become the agent's property and were held for him. Mr. Justice SCRUTTON, however, distinguished those cases, partly on the ground that in them the agent had deposited the money with the bank, and partly on the ground that in the present case the bank had notice of the agency with respect to the user of the money. His decision that the plaintiffs were entitled to the undrawn balance seems sound, and will no doubt be followed in similar cases by other judges.

In an address delivered by Dr. F. J. Waldo, coroner for the city of London and borough of Southwark, before the Medico-Legal Society, he said that the duties of the early and the mediæval coroner were somewhat multifarious. As one of the King's officers, the collection of revenues depended to a great extent upon his diligence in collecting, or, at any rate, in appraising such things as the forfeited chattels of felons, deadlands, wrecks, royal fish, and treasure trove. From the earliest times his chief function was the holding of inquests in view of the body in cases of death from violence or accident and of those dying in prison. By a process of evolution that had come to be his main function in the present day, and there could be no doubt that the office had been and was of inestimable value in preserving the safety of the life of the citizen.

The Appointment of Justices.

WE believe that all lawyers, without distinction of party, whose practice brings them into touch with petty sessional courts will regard with unmixed satisfaction Mr. ASQUITH'S announcement that the ancient and honourable office of Justice of the Peace is not to become the spoil of political warfare, and that the Lord Chancellor—aided by the new non-partizan advisory committees—will appoint the men best fitted to fulfil the duties of the office without reference to their partizan opinions. Any other decision would have been not merely a retrograde step, but a calamity in the administration of justice. We believe that it was the late WALTER BAGEHOT who remarked, with characteristic sagacity as to the practical working of legal institutions, that the welfare and liberty of the subject depended more on the administration of petty justice in the humbler law courts than it did on the precise academic form which the Constitution might for the time being take. The truth of this remark, exaggerated though it may at first sight seem, will be borne home to all who will consider for a moment, as we propose to do, the vast and ever-growing extent of summary jurisdiction, and the increasing degree in which all the details of everyday life are beginning to be dealt with in the law courts. The survey, we believe, will convince anyone who makes it of the extreme importance to the well-being of average citizens that the responsibilities of magisterial justice should be entrusted to hands selected with as much care as are High Court or county court judges.

Briefly, at the present day, there are five great branches of magisterial jurisdiction. In the first place, there is the preliminary investigation into all (or practically all) cases of indictable and serious crime; an investigation which in France is entrusted to the juge d'instruction, and in Scotland to the Procurator Fiscal, who act as executive, rather than judicial, officials; but which in Anglo-Saxon countries alone is a judicial enquiry conducted according to the forms of a judicial trial and constituting one of the greatest safeguards against recklessly initiated prosecutions. In the second place, there is the jurisdiction to try such cases summarily with the consent of the accused, which the Summary Jurisdiction Act of 1879 conferred upon the magistracy, and which is beginning to be greatly used in modern practice. In the case of children under sixteen this jurisdiction extends to all offences except homicide; in the case of adults it extends to all except the most serious crimes which are likely to be frequently committed. Since the Probation of Offenders Act, 1907, this power is being largely used, and it almost seems that the magisterial court is about to supersede quarter sessions and assizes in dealing with petty larcenies and embezzlements—the commonest classes of offences against property. Thirdly, there is the ordinary cognizance of that vast multiplicity of crimes known as summary jurisdiction offences—a class of cases in which tact, good sense, and knowledge of human nature is really not only necessary but far more useful than intellectual brilliance or even high moral enthusiasm. Only persons who appreciate the ordinary men and the ordinary ways of the countryside can make just or wise administrators of justice in such cases as these. The fourth branch of magisterial work is even more important in some ways than the preceding three—namely, the civil jurisdiction to grant separation orders, bastardy orders, and in certain cases orders for the maintenance of children. The wide use of this jurisdiction, regrettable as it is, is apparent to all who have read the recent evidence given before the Divorce Commission, and there seems little doubt that it is rather likely to be extended than diminished. Here again it is obvious that a sane practical knowledge of the circumstances of ordinary human lives, and an absence of fanaticizing and fads, are essential to the justices who would avoid making this jurisdiction disastrous to the institution of the family as well as unjust to individuals. Last, but not least, we have the great subject-matter of local government—which in all its details is judicially enforced by the summary jurisdiction courts, and by them alone. Here, again, men who own and administer estates are much more likely to possess the necessary practical knowledge of public health, highway, and poor law conditions than is the

small farmer or shopkeeper whose business affords him neither wide outlook nor adequate leisure.

Perhaps some of those who have followed us in our summary of magisterial jurisdiction will be inclined to think that so wide a field really requires the attention of a trained judicial mind, and that the Scottish system, which delegates police-court work to lawyers known as sheriff-substitutes, is the one which must ultimately be adopted. That, however, is a speculation for future consideration; at the present moment public opinion neither demands nor desires so revolutionary a change in our country districts. What public opinion, and legal opinion, does desire is that the class of men who administer these vast powers should not be selected for political or partizan reasons from sections of the community who have neither the leisure to acquire the necessary experience nor the outward social station which—rightly or wrongly—the average man prefers in those who are to sit in judgment over him. The ambitious shopkeeper, the teetotal enthusiast interested only in his special mission, useful though it be, the trade-union official placed on the bench at the wish of his fellows to act as their advocate in industrial disputes which may come before the courts—those are not the kind of men who add to the dignity of a court or command the respect of litigants. Of course, it sometimes happens that in some district there is a working man or a small tradesman whose intellectual and moral qualities command universal esteem; where such men are to be found, they ought certainly to be placed on the bench. But, as a general rule, the experience of every advocate is that the best magistrates are found in four sets of men who have special advantages and opportunities of becoming acquainted with their duties. One of these is the class of country gentlemen, whose public spirit, knowledge of the ways and habits of all classes around them, and practical experience in the management of an estate, make them, as a rule, discreet and sensible magistrates. Again, large bankers and other men of business who have controlled great ventures and given employment to multitudes of men, usually exhibit on the bench practical sagacity and a regard for plain justice. Retired military men have usually served on courts-martial, and have learned for examination purposes the outlines of criminal law and procedure; indeed the chapter on "Evidence" in the official text-book of military law is famous among common lawyers as being the best short account of that difficult subject which is to be found anywhere. Lastly, members of the legal profession, whether barristers or solicitors, are, of course, most suitable justices; in the Home Counties, where such residents are numerous in every district round London, two or three such magistrates are found on every bench—and the administration of justice undoubtedly gains thereby. From classes such as these, with the cautious addition of individuals in other stations of life who display special aptitude, we believe that the county bench can best be recruited in the public interest.

On the other hand, the flooding of the bench with political partizans, whether Conservative or Liberal, is gravely to be deprecated; and we consider that Lord LOREBURN is to be greatly commended for refusing to follow the not always too judicious methods of selection which his predecessor set him.

Completion of the Rolls Series of Year Books.

ABOUT forty years have passed since Sir JOHN ROMILLY, under the authority of the Treasury, entrusted to Mr. A. J. HORWOOD the task of editing for the Rolls Series of Historical Works such of the Year Books of Edward I. as could be found, and such of those of Edward III. as had never before been printed. With the twentieth volume just produced by Mr. LUKE OWEN PIKE, Mr. HORWOOD's successor, that work is now completed, as far as it can be completed at present. Forty years have gone to the production of twenty volumes, of which five deal with rather less than nine years of

Edward I., and the other fifteen with ten years of Edward III., that is, from the tenth to the twentieth years. Of these last ten years, the reports of only eight are wholly new, for the seventeenth and eighteenth years were included in the old printed edition, but have been re-edited and translated in the present series, so as to make a consecutive set of ten years in the new form.

At first sight this may appear a small output for the time, especially when it is considered that the known Year Books cover a period of some 250 years, and that the re-editing and translating of those already printed is hardly less laborious than the production of those which were extant only in manuscript. A mere arithmetical computation would indicate that at the same rate it would require some 500 years to produce a complete edition of the Year Books. This would be, of course, a mistake. Mr. HORWOOD and Mr. PIKE have had to grapple with the first beginnings of a wholly new task, to clear the site, make the plans, lay the foundations, construct specimen volumes tentatively, and make improvements in the designs as new materials became accessible or new possibilities were realized. They have also had their rate of production regulated by the exigencies of Treasury allowances. All this has now been done; and after the successive improvements introduced from time to time by Mr. PIKE, it may fairly be stated that the work has been standardized and an excellent type established.

A comparison of this last volume with one of the earlier printed books will show an evolution in the critical study of law not less amazing than the development of man out of the anthropoid ape. Formerly a solitary Anglo-French manuscript, not an original, abbreviated, inaccurate and uncollated, put into the hands of printers necessarily ignorant of an already antiquated language, and published without notes, was all that was considered necessary to guide, or misguide, through the mazes of English mediæval law, the whole body of later English lawyers and judges, who were mainly themselves amateurs in the vanished jargon which they had to interpret. Now all known available manuscripts are collated, and corrected by each other and by the records of the courts, and the abbreviations are extended, and so a complete critical and readable text is obtained and illustrated by notes, and the whole translated by an expert, and further verified, when possible, by a summary of the pleadings as appearing in the records. Tables of reference to the MSS. used, to Fitzherbert's Abridgment, to the forms of action reported, to the judges and pleaders of the period, &c., are given, and full indices are added. Shortly, the editors have done for these portions of English law what the translators of 300 years ago then did for the English Bible.

Mr. PIKE also contributes to this volume an exceedingly interesting introduction, in which he gives a retrospective account of the history of the undertaking, and its successive stages of development, an introduction which raises a sigh of regret that strictly the earlier volumes ought to be re-edited with the later improvements incorporated. But this is not the time for such *minutiae*. The available materials for the reign of Edward I. are scanty, and more may yet be discovered; and there are more important fields of conquest. Mr. PIKE himself is occupied with a vitally important supplement to the series—namely, a "Glossary of the French Language Spoken in England before the Year 1363," for which he has had a unique opportunity in his thirty years' study of the materials for these volumes. It is earnestly to be hoped that the Treasury will speedily and generously provide the funds necessary for the early publication of this dictionary, which is a necessity for the effective continuation of the production of Year Books. The work hitherto done has been admirable; but owing to the conditions under which it has been done, the tools of the trade are not in the market. Mr. PIKE has sat in dignified solitude and official penury, and done the work himself. He has had no staff of subordinates and no opportunity of training others to continue his work. And he must have accumulated a mass of learning in the language of the period which ought not to be allowed to die with him, but should be communicated to the world by the prompt publication of the glossary. The completion of this should be Mr. PIKE's first task, and the labours of others learned in this class of law should find full scope in the undertaking by the Selden Society of their new edition of the Year Books of Edward II., conceived by Professor MAITLAND and commenced by him with the assistance of Mr. TURNER, and since his death continued by Mr. TURNER, Mr. HARCOURT and Mr. BOLLAND. This enterprise had the benefit of Mr. PIKE's then published work as an example, and a freer hand untrammelled by Government conditions. The pace should therefore be faster: in fact, five volumes, dealing with about five years, have appeared in the course of seven years; and a greater rate would have been already attained but for a series of personal calamities in the illness and death of editors. The steady, if slower, continuation of the series, in spite of such misfortunes, is conclusive proof of the necessity of the training of a staff of experienced editors. To such an end, Professor MAITLAND himself made valuable contributions—not only in securing the co-operation of Mr. TURNER, but by throwing upon the market, as it were, large

* Year Books of the Reign of Edward III. Year XX. (Second Part). Edited and translated by Luke Owen Pike, of Brasenose College, Oxford, M.A., and of Lincoln's Inn, Barrister-at-Law. Published by the authority of the Lords Commissioner of H.M. Treasury, under the direction of the Master of the Rolls, London: H.M. Stationery Office, 1911.

quantities of the tools of the trade in his remarkable introductions to the first and third volumes of the series. The former at any rate unravels the complex mystery of the grammar of the old French tongue; and the latter describes and defines the nature and difficulties of the Year Books, and contains suggestions as to their origin; and both are sources of inspiration in the utility and fascination of the work. The student and would-be editor, who has an adequate knowledge of mediæval handwriting and of the old forms of action, will be able, with the help of these two, to understand and grapple with the problems which meet him. But an effective glossary is also indispensable and so far non-existent.

Apart from the glossary in embryo, Mr. PIKE has now in the Introduction followed the example of MAITLAND and produced a further and very valuable contribution for the enlightenment and instruction of Year Book editors; and it is not too much to say that all future editors must read, mark, and consider this not less carefully than Professor MAITLAND's introductions. This will be all the more necessary, as Mr. PIKE has observations to make, and criticisms to offer, on the variations of system between his own work and that of the Selden Society, and some divergences of opinion from Professor MAITLAND's views on more than one matter to express. When authorities of such high standing differ, it is obvious that there is scope for future efforts, and that mere lawyers must stand aside pending further consideration. We may, however, indicate some of these points.

One of the most interesting questions is the origin of the Year Books themselves, a subject on which there had already been much discussion. One extreme view, supported by PLOWDEN, was that they were the work of official reporters; the other extreme was that adopted by MAITLAND, that they were the substance of the note books of individual pleaders or even students attending the courts for their own instruction, with no vestige of authority or official origin: and he finds in this some explanation of the extraordinary variety of reports of the cases in a given year or even of the same cases. Mr. PIKE believes that they were, in the main, the unofficial work of the officers of the court who drew up the records, and for that purpose had to make notes of the pleas and pleadings as they proceeded, in case they might have to be recorded. Many of the points argued would afterwards prove to be wholly irrelevant to the record, as plea after plea was abandoned or ruled out. But the notes would be valuable either as precedents or as moot points, and each officer used his own notes to make a report for his own use or the use of the judges; possibly (the editor does not suggest this) he sold them to transcribers. In this way Mr. PIKE claims to reconcile all the *dicta* on the subject, from PLOWDEN onwards, and even backwards; and displays great learning and courage in the process. In the course of it he also gives reasons for believing that there never were any French Year Books before the time of Edward I., and that the search for such works of the time of Henry III. may as well be abandoned, for they never existed. There purport indeed in Fitzherbert to be extracts from such Year Books, but they are in the sixteenth century jargon and not in the thirteenth century language. He claims to have discovered analogous reports for that reign, made by the officers of the court, but these were in Latin, like the records.

Another point of difference is as to the value of the Year Books in estimating the relative importance of different forms of action. MAITLAND, founding himself on the Year Books, considered, for instance, that the action of account was not much in use, and remained at a low level of development. Mr. PIKE, founding himself on the Rolls—i.e., the whole volume of litigation for the year—shews that in some years' actions of account reach the fourth, third, or even second place in the total of all the different actions recorded—and that they were of very great importance, especially as affecting international investments—but there were no points of law arising which called for a report. And he gives other illustrations, e.g., in the same year, actions of replevin stood first in number in the reports, but only seventh in the Rolls. And he points out that general inferences as to the state of society generally, drawn from the Year Books only, irrespectively of the Rolls, may be misleading. We may suggest, under modern circumstances, a comparison between Master MACDONELL's statistics of litigation with a set of volumes of the *Law Reports* for the same year.

We may also refer to another curious fragment of elaborate research and critical boldness in Mr. PIKE. Since the time of FITZHERBERT lawyers have considered what was the meaning of the writ *juris utrum* mentioned by him, and whether and how far it differed from the *assise utrum*. Mr. PIKE has devoted himself to this question, and comes to the bold conclusion that there never was such a writ. He has gone to FITZHERBERT's authorities, and, on examination of them, claims to have discovered that it was all a mistake of the transcriber—whether FITZHERBERT or another—in extending wrongly an abbreviation, and writing *juris* for *jure utrum*—i.e., the jury summoned in the *assise utrum*. FITZHERBERT, it would appear, has been looked upon as canonical, and his text discussed, but not

examined, for over three centuries. MAITLAND discussed the *juris utrum* in his old lectures, posthumously published, on the forms of action; but we note that in his edition of the Year Books he indexes such a case as *jure utrum*.

We cannot refer to all the points in this learned and stimulating introduction; we have said enough to convince all students of English mediæval law, its origins and history, and especially editors of Year Books, that it is a work to be reckoned with and considered; it may be for acceptance, it may be for refutation, of its conclusions; it can only be with respect for its learning and imitation of its methods. It only remains to congratulate Mr. PIKE on the successful conclusion of the important work entrusted to him, and to repeat our wishes that he may yet live to witness the production of the much desired glossary of the Anglo-French language, without obstruction from the authorities of the Treasury.

Reviews.

Trusts.

A PRACTICAL TREATISE ON THE LAW OF TRUSTS. By (the late) THOMAS LEWIN, Esq. TWELFTH EDITION. WITH AN APPENDIX CONTAINING THE TRUSTEE ACT, 1893, PRINTED IN FULL AND ANNOTATED BY REFERENCE TO THE TEXT OF THE WORK. By CECIL C. M. DALE AND GEORGE A. STREETEN, Esqs., Barristers-at-Law. Sweet & Maxwell (Limited).

The twelfth edition of this work shews the same careful collection and incorporation of decisions as marked Mr. Dale's last edition. This part of the work is neatly done, and although naturally some of the notes tend to become rather voluminous, they are not usually unwieldy. It is not always easy to decide whether the purport of decisions qualifying or extending a doctrine stated in the text should be added to the text or relegated to notes; this must, of course, to some extent depend on the importance of the alterations made by the decisions; but we confess there are instances in the present edition where we should have preferred to see them in the text.

The leading addition to the present edition is, of course, the Public Trustee Act, 1906, and this Act, together with the more important of the rules made under it, are set forth in chapter 23, mostly by way of statement and without much comment. We think it would have been desirable to have considered the liability of the Consolidated Fund for the acts and defaults of the Public Trustee, and to have pointed out that the provisions of the Act do not apparently exonerate a co-trustee with the Public Trustee for the acts of the Public Trustee; and it would have been convenient to have had his fees stated in a note.

We are glad to observe a considerable improvement in the index to the book. The edition brings the book very well up to date.

Books of the Week.

Intermediate Examination.—The Intermediate Exam. Digest, containing all the Questions Set at the Intermediate Examinations of the Law Society on Stephens' Commentaries on the Laws of England, and intended as a Revision Guide to that Work. Sixth Edition. By the Authors. The Law Notes Publishing Offices.

Bills of Sale Acts.—A Handy Book on the Bills of Sale Acts, 1878 to 1891. By THOMAS W. HAYCRAFT, Esq., B.A., Barrister-at-Law. Second Edition, Revised. Effingham Wilson.

Correspondence.

Public Stocks or Funds or Government Securities of the United Kingdom.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The common form of a power of investment in a settlement or will commences with the public stocks or funds or government securities of the United Kingdom.

The Trustee Act authorizes the parliamentary stocks or public funds or government securities of the United Kingdom.

Is there any difference between parliamentary and public stocks, and do the terms mentioned cover more than Consols, annuities, local loans stock and Exchequer Bills which the Rules of the Supreme Court permit?

Do the guaranteed Irish Land Stocks come within the powers?

D.

[We hope hereafter to consider our correspondent's queries.—ED. S.J.]

CASES OF THE WEEK.

Court of Appeal.

WILKES v. SPOONER. No. 1. 1st May.

COVENANT—RESTRICTIVE COVENANT—SURRENDER OF LEASE—GRANT OF NEW LEASE—LESSEE TAKING WITH NOTICE OF ORIGINAL RESTRICTIVE COVENANT.

A person carried on the business of a general butcher at No. 170, H— Street, and the business of a pork butcher in the same street at No. 137, occupied by him under a lease which prohibited the carrying on any noisy or offensive trade other than that of a pork butcher. In 1908 he sold his business at No. 170, covenanting with the purchaser that he would not sell or deal in flesh meat at the premises at No. 137, where he carried on the pork butcher's business; also that he would use his best endeavours to promote the business, and secure the custom to the purchaser, and would not open a similar business within three miles. In 1909 the vendor surrendered the lease of No. 137 to the landlord, who thereupon granted the son of the vendor a new lease for a longer term, in which the word "pork" before the word "butcher" was struck out, thus giving the son, as the new lessee, the right to carry on at No. 137 a general butcher's business. Previous to such surrender the son knew of the restrictive covenant under which his father had carried on the business at No. 137. The vendor closed the shop, which, within a few days, was opened by the son as a general butcher's shop.

Held, that an injunction granted at the trial by Scrutton, J., restraining the son from carrying on a general butcher's business at No. 137, H— Street, ought not to have been granted, as the son was not bound to observe the restrictive covenants existing between the vendor and purchaser, before the former surrendered the lease to the landlord, and was at liberty, therefore, to carry on such a business at the premises, as was compatible with the terms of the lease.

Decision of Scrutton, J. (27 Times L. R. 157, 104 L. T. 140), reversed.

Appeal by the defendant from a judgment of Scrutton, J. The plaintiff Wilkes was a butcher, and carried on business at No. 170, High-street, East Ham. Isaac James Spooner and his son George were also butchers, and prior to August, 1908, the father had carried on the business of a butcher at No. 170, High-street, East Ham, and that of a pork butcher at No. 137 in the same street. By an indenture, dated the 31st of August, 1908, Isaac Spooner sold to the plaintiff the leasehold interest of the premises of No. 170, High-street, and all his interest and goodwill of the trade or business of a butcher, for a sum of £450. By this deed Spooner covenanted with the plaintiff that he would from time to time and at all times use his best endeavours to promote the said trade or business, and to secure to the plaintiff, his executors, administrators and assigns the full advantage of the connection and custom of the said defendant in the trade or business; and also that he, his executors, administrators and assigns would not at any time thereafter, either alone or jointly, or in partnership with or as agent for any other person or persons, and either directly or indirectly carry on or be concerned or interested in or assist any other person or persons to carry on or be concerned or obtain any interest in the trade or business of a butcher within three miles of 170, High-street, East Ham; and further that he, his executors, administrators and assigns would not cut, sell or deal in flesh, hindquarter beef, mutton, veal, lamb, or poultry at or upon the said premises, No. 137, High-street, East Ham, or in connection with the business of a pork butcher carried on there by him, the said Isaac James Spooner. The plaintiff alleged that the defendant, George Spooner, was in the months of November and December, 1909, aware of the before-mentioned covenants by his father, but that the defendants, in breach of the covenants in November and December, 1909, and on every week day since, carried on and were concerned in carrying on at 137, High-street, within three miles of 170, High-street, the business of a butcher, and that thereby the plaintiff had suffered damage. He alleged also that the defendant, Isaac James Spooner, had committed a breach of his covenants that he would at all times use his best endeavours to promote the trade or business of a butcher carried on at No. 170, High-street, and to secure to the plaintiff the full advantage of the goodwill; because he had on November 30th, 1909, surrendered, or purported to surrender, the lease of No. 137, and thereby enabled his son to obtain a new lease thereof, and to claim to have a legal right to carry on the trade or business of a butcher thereat. The plaintiff claimed against the defendants (1) damages for breach of covenants contained in the assignment of August 31st, 1909; (2) an injunction to restrain the defendants, their servants and agents, from selling butchers' meat or poultry at or upon the premises of No. 137, High-street, in connection with the business of a pork butcher carried on there, and also an injunction against Isaac James Spooner to restrain him, his servants and agents and assigns, from carrying on, being concerned or interested in, or assisting any other person or persons in carrying on the business of a butcher at No. 137, High-street, East Ham. The action, which was brought against both defendants, was tried before Scrutton J., who held that the plaintiff was entitled to damages against Isaac James Spooner for breach of covenant and to an in-

junction against George Spooner as claimed. George Spooner appealed.

VAUGHAN WILLIAMS, L.J., said in his opinion the appeal must be allowed. The father had surrendered the lease to his landlord of the premises situated at No. 137, High-street, and there was no evidence that the landlord had actual or even constructive notice of the terms upon which the father had assigned the lease of No. 170, High-street to the plaintiff. The effect of the surrender was to put the landlord in the position of a free man to deal with the premises as he liked, and he could let them to any person ready and willing to become his tenant. The son offered to become tenant and the lease was granted to him. He was not prepared to say that the son had not done something wrong in applying for the lease, as it seemed he was perfectly aware of the terms on which his father had granted the lease of No. 170 to the plaintiff; but that could not take away the clear right which the son had acquired by becoming tenant of carrying on any business there which by the terms of the lease he was entitled to carry on.

FLETCHER MOULTON and FARWELL, L.J., gave judgment to the same effect. The appeal was therefore allowed, and the injunction, granted at the trial, set aside with costs.—COUNSEL, Stephen Lynch, for the appellant; Powell, K.C., and Hugo Marshall, for the respondent. SOLICITORS, Mitchell, Lucas & Mitchell; J. B. Pittman.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

KNILL v. DUMERGUE. Joyce, J. 22nd and 23rd Feb. 1911.
25th and 26th April.

PENSION—SEQUESTRATION—MADRAS CIVIL SERVICE ANNUITY—ASSIGNABILITY OF ANNUITY—(INDIAN) PENSIONS ACT (No. XXIII. OF 1871, SS. 11, 12)—EAST INDIA ANNUITY FUNDS ACT, 1874 (37 VICT. C. 12).

Annuities to retired Indian Civil Servants, payable out of the revenues of India under the East India Annuity Funds Act, 1874, are assignable, and liable to sequestration, notwithstanding the provisions of sections 11 and 12 of the (Indian) Pensions Act, 1871.

This was a summons in a specific performance action to decide (in effect) whether a Madras Civil Service annuity came within the provisions against alienation or attachment of "pensions granted or continued by Government" contained in the (Indian) Pensions Act, 1871. The Madras Civil Service Annuity Fund was established in 1824 by agreement between members of the Civil Service of the Presidency, and vested in trustees. It was maintained partly by the contributions of the beneficiaries, and partly by a subvention from the East India Company, continued by the Indian Government. In 1871 the subscribers in general meeting agreed to transfer the fund and its liabilities to the Secretary of State for India in Council, and in consequence of doubts entertained as to the effect of this resolution, and similar proceedings in the other Presidencies, a confirming Act of the Imperial Parliament (the East India Annuity Funds Act) was passed in 1874. The defendant entered the Madras Civil Service in 1877, and at once became a subscriber to the fund. He executed a deed of covenant, dated the 11th of September, 1877, and made between him and the Secretary of State in Council, by which (*inter alia*) he covenanted to subscribe to the fund (or allow his subscriptions to be deducted from his pay), and to conform to the rules and regulations of the fund. In 1903, on his retirement from the Service, he obtained his annuity under an order of the Government of Madras. In 1907 he assigned it to trustees to secure an annual payment to his wife, from whom he was living apart. In March, 1910, the plaintiff obtained judgment against him in this action for payment of certain moneys into court, and on his failure to comply with the order a writ of sequestration was issued. The India Office, which had received notice both of the assignment of the annuity and of the writ of sequestration, informed the solicitors for the plaintiff that the Secretary of State proposed to withhold payment of the annuity pending the decision of the court between the various claimants. The present summons was thereupon taken out by the plaintiff for the authority and direction of the court to the sequestrators to receive the annuity as it became due, and to pay thereout (1) the costs of the plaintiff and of the respondent of the application (the respondent being the surviving trustee of the indenture securing the wife's allowance), and (2) the sum for the time being due and payable to the respondent, and to pay the balance (if any) into court to the credit of the action. At the hearing the arguments turned mainly on the applicability to this annuity, and on the effect in England, of the (Indian) Pensions Act, 1871, where alone the question of the assignability of Indian Government pensions is dealt with. By section 11 of that Act: "No pension granted or continued by Government on political considerations, or on account of past services or present infirmities, or as a compassionate allowance, and no money due, or to become due, on account of any such pension or allowance, shall be liable to seizure, attachment, or sequestration by process of any court in British India, at the instance of a creditor, for any demand against the pensioner, or in satisfaction of a decree or order of any such court." And by section 12: "All assignments, agreements, orders, sales, and securities of every kind made by the person entitled to any pension, pay, or allowance mentioned in section 11, in respect of any

money not payable at or before the making thereof, on account of any such pension, pay, or allowance, or for giving or assigning any future interest therein, are null and void." An affidavit was filed which had been sworn by the Accountant-General in the India Office, proving that the Secretary of State recognized the right of the defendant to assign his annuity, and that it was the practice of the India Office to recognize such assignments.

Joyce, J., in the course of his judgment, said: It is agreed that, unless the defendant is prevented by some statute applicable directly or indirectly to his case, he is entitled to assign his annuity, or pension, or whatever you like to call it, and it could be reached by sequestration. Now, in argument, counsel for the defendant contended that such an enactment is to be found in an Indian statute (the Pensions Act) of the year 1871. It is asserted that the annuity or pension to which the defendant became entitled on his retirement is a "pension granted by Government on political considerations, or on account of past services," within the meaning of those words in the 11th section of the Indian statute. Now, the defendant on his retirement, but for the Act of 1874, would have had no claim whatever on the Indian Government. Any claim that he had would have been on what was called the Madras Civil Service Annuity Fund. For the history of that fund I have been referred to two cases, *East India Company v. Robertson* (1859, 7 W. R. 695; 12 Moo. P. C. 400) and *Secretary of State for India v. Underwood* (1870, L. R. 4 H. L. 580). It is clear to my mind that before the Act of 1874 such an annuity or pension as persons in a similar situation to the defendant were then entitled to on retirement was not a "pension granted or continued by Government" within the meaning of that expression in section 11 of the Indian Act. But it is said (as it had to be said) that this Act of 1874 altered the position when the Government took over the funds and liabilities; it is said that it had the effect of converting these annuities into pensions within the meaning of the words I have quoted from the Indian Act. I am unable to accept that argument. It seems to me that the annuity payable by the Government of India to the defendant is an annuity payable in pursuance of obligations transferred by the Act of 1874, and really and practically (though the Government contributed in some degree) payable out of a fund provided by the contributions of the Civil Servants themselves. It was not a grant for past services, but under a covenant—the covenant made on the 11th of September, 1877—and by the rules and regulations of the Indian Civil Service (if I understand them rightly) the defendant might have sued the Secretary of State for India if it was withheld. Now, if this Indian statute applied, there would still remain the question what effect the 11th section would have in the circumstances of this case. I am not going to discuss that question, because I am of opinion (and I decide the case on this ground) that this pension is not such a pension as is contemplated by the 11th section, and is not a pension within the meaning of that section. Consequently this application succeeds.—COUNSEL, for the plaintiff, *Younger, K.C.*, and *Beebe*; for the defendant, *Hughes, K.C.*, and *Whitmore Richards*; for the respondent, *E. Beaumont*. SOLICITORS, *Billing, Thompson, & Co.*, for *Fairfax, Spofforth, Bristol; Valpy, Peckham, & Chaplin; Edward Downes*.

[Reported by H. F. CHETLEY Barrister-at-Law.]

MEYNELL v. MORRIS. Eve, J. 25th April.

PRACTICE—SET-OFF—COUNTERCLAIM—COSTS AGAINST DAMAGES—DISCRETION OF COURT—R. S. C. LXV. 14.

It is in the discretion of the court to allow a set-off of damages against costs, and such set-off will be allowed where it works no injustice between the parties.

This was a motion for liberty to set off the amount recovered by the defendant against the balance of costs due to the plaintiff. The plaintiff had been yearly tenant of certain rooms of the defendant, and in April, 1910, the defendant having caused a distress for rent to be levied, there remained a balance of £5 in the brokers' hands after payment of rent and expenses. The defendant gave the brokers notice not to part with this balance, and in June, 1910, committed a trespass on the rooms, and excluded the plaintiff therefrom. Thereupon the plaintiff issued a writ, and obtained an interim injunction against the trespass. The defendant in the action denied the trespass, and counterclaimed for possession of the rooms, rent, and £32 for cleaning and lighting the rooms, which by the agreement of tenancy the plaintiff was liable to pay. At the trial of the action the plaintiff was awarded 40s. damages in respect of the trespass, and £5 as to which notice to the brokers had been given. The defendant, on the counterclaim, was held entitled to recover £62 for rent, cleaning, and lighting, &c. The costs of the plaintiff and the costs of the defendant of the counterclaim were ordered to be taxed, and the taxing master was directed to set off the plaintiff's and defendant's costs, and to certify the balance, the parties to have liberty to apply. The master certified that as a result of the set-off, the sum of £48 was due to the plaintiff. The plaintiff threatened to levy execution in respect of the balance of costs certified to be due to him, and the defendant now moved under the liberty to apply for an order that the amount due to him on the counterclaim might be set off against the balance of costs found due by the taxing master's certificate. It was admitted *arguendo* that the court had a discretion in the matter. The principal cases referred to were *Pringle v. Gloag* (10 Ch. D. 676) and *Edwards v. Hope* (14 Q. B. D. 922).

Eve, J.—The plaintiff threatens to levy execution for the balance of the costs certified to be due to him, and the defendant has launched this motion to restrain him from so doing until he has paid what has been found due from him to the defendant. In other words, the defendant claims to set off the latter amount against the balance of costs due to the plaintiff. The question is whether I ought to exercise my discretion in allowing such set-off. At the date of the issue of the writ in the action the liability of the plaintiff to the defendant was largely in excess of the sum found due from the defendant to the plaintiff. I think, therefore, that the plaintiff ought to be restrained from levying execution in respect of the costs due from the defendant to the plaintiff, and that there is no injustice to the plaintiff in allowing the set-off. The motion has succeeded, and the plaintiff must pay the costs of it.—COUNSEL, *J. F. Carr; A. Beddall*. SOLICITORS, *Lloyd, Richardson, & Co.; John Penn*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

RAMONEUR & CO. (LIM.) v. BRIXEY. Div. Court. 28th April.

CONTRACT—RESTRAINT OF TRADE—CONSTRUCTION.

B., a chimney-sweep, entered into an agreement for his employment by a company engaged in the business of chimney-sweeping which contained the following undertaking:—"That he will give the whole of his time and services to the company, will not undertake any work or orders of any kind except for the company and in their name and on their behalf, nor carry on or be concerned in carrying on the business of a chimney-sweep either by himself or in conjunction with any other person or persons now or at any time within a radius of three miles of the above-mentioned station." After leaving the employment of the company *B.* was employed as a servant by a chimney-sweep competing with the company within the district specified in the clause.

Held, that the clause did not apply to the engagement of *B.* as a servant.

Semble, Geo. Hill & Co. v. Hill (1886, 55 L. T. 769) differed from.

Appeal from the county court. The facts appear sufficiently from the head-note. The action was brought by the plaintiffs for damages for breach of the above-mentioned clause in his agreement with them; they also claimed an injunction in the terms of the clause. The damages claimed were less than £20. The county court judge gave judgment for the defendant. The plaintiffs appealed without obtaining leave to appeal from the county court judge. On the hearing of the appeal the preliminary point was taken by counsel for the defendant that no appeal lay, as leave had not been obtained. He contended that the fact that an injunction had been claimed did not authorize an appeal without leave, as it had not been granted, and he cited *Brune v. James* (1898, 1 Q. B. 417) and *Martin v. Bannister* (1879, 4 Q. B. D. 491). He agreed that an appeal lay without leave where an injunction was granted as of right under the Judicature Act. Counsel for the plaintiffs, in contending that the defendant had broken his contract contained in the clause, cited *Jones v. Heavens* (1877, 4 C. D. 636), *Geo. Hill & Co. v. Hill* (1886, 55 L. T. 769), *Cade v. Cafe* (1906, 22 T. L. R. 243), and *Watts v. Smith* (1890, 62 L. T. 453). [COLERIDGE, J., referred to *Robertson v. Wilmott* (1909, 25 T. L. R. 681).]

BRAY, J.—Two points have been raised in this case. The first is whether an appeal lies at all, and the second is whether, supposing an appeal lies, the decision of the county court judge in favour of the defendant on the construction of this covenant was right. It is unnecessary for us to decide the first point, as we are in favour of the defendant on the second point, and we do not decide it. On the second point the facts are very simple. It was admitted that the defendant entered into this agreement; it was also admitted that after leaving the employment of the plaintiffs he acted as servant to somebody else carrying on a business of this kind—that of sweeping chimneys. The question for the county court judge and for us is whether this clause in his agreement with the plaintiffs prevented the defendant from acting as a servant. We must look at all the words in the clause. The defendant agreed that he would not "undertake any work or orders of any kind for the company and in their name and on their behalf, nor carry on or be concerned in carrying on the business of a chimney-sweep either himself or in conjunction with any other person or persons now or at any time within a radius of three miles from the above-mentioned station." Reading that clause as a whole, in my view it does not apply, and was not intended to apply, to a man working as a servant. The earlier words refer to a contract which a servant does not enter into. The words "carry on" apply either to a principal or to somebody carrying on a principal's work, as, for instance, in the case put in the course of the argument of a surgeon's assistant. Then are the words "be concerned in carrying on" sufficient to cover this case? It is unnecessary to give a definition of what exactly these words mean. For in my opinion a mere servant is not concerned in carrying on the business of a chimney-sweep either himself or in conjunction with any other person or persons.

The matter is still more clear when we look at the last words, "either by himself or in conjunction with any other person or persons." In my opinion this clause does not apply to any servant.

COLERIDGE, J., gave judgment to the same effect.—COUNSEL, J. B. Mathews; Liveredge. SOLICITORS, *Hutchinson & Cuff; Tippetts.*

[Reported by C. G. MORAN, Barrister-at-Law.]

GEORGE v. DAVIES. Div. Court. 26th April.

MASTER AND SERVANT—FORTNIGHT'S NOTICE—CONTRACT—DOMESTIC SERVANT—CUSTOM—FIRST MONTH'S SERVICE—CUSTOM TO LEAVE AT END OF FIRST MONTH—JUDICIAL NOTICE—RIGHT TO WAGES ACCRUED DUE.

A domestic servant entered an employment on 3rd November, gave notice on 17th November that she would leave the service on 3rd December, and then left. On her master refusing to pay her a month's wages she sued him in the county court. The judge took judicial notice of a custom with regard to the hiring of domestic servants that in the absence of special contract there is a right on the part of either the master or the servant to determine the service at the end of the first calendar month by notice given at or before the expiration of the first fortnight, although the plaintiff adduced no evidence of such a custom. Accordingly he gave judgment for the plaintiff for the month's wages.

Held, on appeal, (1) that the Court could not say that the county court judge was wrong in taking judicial notice of this custom, and (2) that, as it appeared that the agreement was to pay the servant's wages monthly, the month's wages having accrued due, she was entitled to them.

Moult v. Halliday (1898, 1 Q. B. 125) discussed.

This was an appeal from a decision of His Honour Judge Bacon, sitting at the Bloomsbury County Court. The plaintiff was a domestic servant—a general servant; the defendant was her employer. The plaintiff sued the defendant for £1 18s. 4d., being one month's wages. The plaintiff entered the defendant's service on the 3rd of November, 1910. It appeared that the agreement between the parties was to pay the plaintiff her wages monthly. On the 7th of November, 1910, she gave notice that she would leave at the end of the month. Her complaint was that she required certain articles for her work. Some of these were provided, and she agreed to withdraw her notice. On the 16th of November she received a letter from a former mistress, and on the 17th of November she again gave notice that she would leave at the end of the month. On the 3rd of December she left the service, and, on the defendant's refusing to pay her a month's wages, brought this action. No evidence was called on behalf of the plaintiff to prove a custom that there was a right on the part of either the master or the servant to determine the service at the end of the first calendar month by notice given at or before the expiration of the first fortnight. Counsel for the defendant called the attention of the judge to the case of *Moult v. Halliday* (1898, 1 K. B. 125), but the judge said that he would take judicial notice of such a custom. He had acted upon the custom in a number of cases that had come before him, and he must follow his own decisions and leave the Court of Appeal to put him right if he were wrong. Accordingly he gave judgment for the plaintiff for £1 18s. 4d., but gave leave to appeal. The defendant appealed. Counsel for the defendant said the judge was wrong in taking judicial notice of this custom. *Moult v. Halliday* (*ubi sup.*) There was no evidence of any such custom before him, and in the absence of such evidence or of a number of reported cases where the custom had been acted on after evidence of it had been called the judge could not take judicial notice of it. [BRAY, J.—There would not be a number of reported cases, for these actions for small sums are always brought in the county court.] [COLERIDGE, J.—In any case she had served a month, and one month's wages had accrued due.] I submit that the plaintiff, having broken her contract, was not entitled to this month's wages. In Smith's Law of Master and Servant, sixth edition, at p. 57, the learned author says:—"Thus in the case of domestic and menial servants, with regard to whom there is a well-known rule, founded solely on custom, that their contract of service may be determined at any time by giving a month's warning or paying a month's wages, if their contract of hiring is so determined, they are entitled to a proportionate amount of wages for the time they have served. But it is conceived to be perfectly clear, notwithstanding a notion to the contrary, which is believed to be not uncommon, that a domestic or other yearly servant wrongfully quitting his master's service forfeits all claim to wages for that part of the current year during which he has served. The plaintiff's engagement being on the ordinary terms of the engagement of a domestic servant, was for a year, although for her convenience she was paid monthly. *Cutter v. Powell* (6 T. R. 320) and *Ex parte Powell* (1875, 1 C. D. 501) were also referred to. The plaintiff was not represented.

BRAY, J.—I think that this appeal fails. The action was brought by a domestic servant against her master to recover a month's wages. The servant had served for a month, and during that month, at all events upon one occasion, she intimated that she intended to leave at the end of the month. She left at the end of the month, and then sued for a month's wages. It was put forward on her behalf that there was a custom by which she was entitled to leave at the end of the month or by which her master could dispense with her services at the end of the month, and the county court judge was asked to take judicial notice of that custom. His Honour Judge Bacon said that in a number of cases he had taken notice of such a custom.

There must come a time when some judge will say, "I will take judicial notice of this custom," and it appears that His Honour, who has had a large number of cases to try and has had a long experience, has arrived at the stage when he is prepared to take judicial notice of this custom. I am not prepared to say he was wrong. The case of *Moult v. Halliday* (1898, 1 Q. B. 125) was a different case. That was a case where this custom was set up and evidence of it was called on behalf of the plaintiff, a domestic servant who, having given notice within the first fortnight, left at the end of the first month and sued for the month's wages. But the judge did not accept it, and held that no such custom as alleged existed, and that it was unreasonable. The plaintiff appealed on the ground that the judge was bound to accept the custom or was bound to take judicial notice of it. But the court held in 1897 that there was nothing to shew that the alleged custom had been recognized so as to dispense with the necessity for proving its existence. That was thirteen years ago. But there must come a time when a judge can take such judicial notice, and I am not prepared to say that His Honour Judge Bacon was wrong in taking judicial notice of this custom. And if the judge was entitled to take judicial notice of this custom, this servant, the plaintiff, was entitled to recover her wages for the month. There is one other point. I gather from the counsel for the appellant that it was assumed in the court below that the plaintiff had the right to be paid monthly. I am clearly of opinion that where that is so the servant is entitled to be paid at the end of the month as soon as it has expired. That being so, she is entitled to sue for the wages due to her for that month, although she breaks her contract afterwards, and the master has an action for damages for breach of contract. I think that on both grounds the decision of His Honour Judge Bacon was right.

COLERIDGE, J., gave judgment to the same effect.—COUNSEL, *Lort Williams.* SOLICITORS, for the appellant, *Maddison, Stirling, Humm, & Davies.*

[Reported by C. G. MORAN, Barrister-at-Law.]

PLASTCOED COLLIERIES CO. v. PARTRIDGE, JONES, & CO. (LIM.).

Div. Court. 28th April.

PROCEDURE—COUNTY COURT—SECURITY FOR COSTS—JURISDICTION—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), s. 66—COMPANIES (CONSOLIDATION) ACT (8 ED. 7, C. 69), s. 278.

Where an action of tort has been remitted to the county court under section 66 of the County Court Act, 1888, on the plaintiffs, a limited liability company, failing to give full security for the defendants' costs or to satisfy a judge of the High Court that their cause of action is fit to be prosecuted in the High Court, the county court judge is not deprived of his jurisdiction to make an order for the security of the defendant's costs under section 278 of the Companies (Consolidation) Act, 1908, as by section 66 (*ubi sup.*), the remitted action and all the proceedings therein are to be tried and taken in the county court as if the action had originally been commenced therein.

This was an appeal from a decision of His Honour Judge Kelly, sitting at the Pontypool County Court. The action, which was for conversion, was brought in the High Court, but was remitted to the above-named county court on the plaintiffs failing to give full security for the defendants' costs or to satisfy a judge of the High Court that their cause of action was fit to be prosecuted in the High Court. The defendants then obtained an order for security for costs under section 278 of the Companies (Consolidation) Act, 1908. By that section—"Where a limited company is plaintiff or pursuer in any action or other legal proceedings, any judge having jurisdiction in the matter may, if it appears by credible testimony that there is reason to believe that the company will be unable to pay the costs of the defendant if successful in his defence, require sufficient security to be given for those costs, and may stay all proceedings until the security is given." The plaintiffs appealed against this order. Counsel for the appellants contended that as the defendants might have proceeded in the High Court under either section 278 of the Companies (Consolidation) Act, 1908, or under section 66 of the County Courts Act, 1888, and had made their election to proceed under section 66, they could not subsequently obtain an order for security in the county court under section 278. *Nemo debet bis vexari.* Further, by the terms of section 66 it is provided that when the case has once been remitted, "the action and all proceedings shall be tried and taken in such court." Counsel for the respondents was not called upon to argue.

BRAY, J.—The question here is whether an order that was made in the High Court deprives the county court judge of the jurisdiction he would otherwise have to make an order for security for costs under section 278 of the Company (Consolidation) Act, 1908. The order in the High Court was for removing the action, which was one of tort, to the county court, under section 66 of the County Courts Act, 1888, on failing to give security for costs. That section prescribes what is to be done when the action is remitted and the order takes effect—"And the action and all proceedings therein shall be tried and taken in such court as if the action had originally been commenced therein." It is conceded that if the action had been commenced originally in the county court this application under section 278 could have been made. In my opinion there is nothing to deprive the county court judge of his jurisdiction to make this order. The appeal, therefore, must be dismissed.

COLERIDGE, J., agreed.—COUNSEL, J. B. Mathews; *Lincoln Read.* SOLICITORS, *Indermar & Brown, for Roberts, Newport, Mon.; Colborne & Co., Newport, Mon.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Bankruptcy Cases.

Re CARMEN THOMAS. Ex parte WARNER. Phillimore, J. 1st May.
BANKRUPTCY—PRACTICE—FIRST MEETING OF CREDITORS—QUORUM—
PRISONERS ENTITLED TO VOTE AT MEETING—BANKRUPTCY ACT, 1883
(46 & 47 VICT. C. 52) SCHEDULE I., R.R. 8, 14, 23—BANKRUPTCY
RULES, 1886-1890, R. 257.

In calculating a quorum of creditors present at a first meeting of creditors only those who have lodged proofs can be calculated, consequently if there is only one creditor present who has lodged a proof he forms a quorum, and can carry a resolution for the appointment of the trustee.

Appeal from a ruling of the official receiver as chairman of a first meeting of creditors. The first meeting of creditors in this bankruptcy was held upon the 22nd of March, 1911, under the chairmanship of the official receiver. The only proof lodged was by Warner, the present applicant. The bankrupt had lodged a list scheduling seven creditors, but six out of the seven had been paid a composition of 6s. 8d. in the pound. Warner had given a special proxy to his solicitor, Mr. Barry Cohen, to vote for F. S. Salaman as trustee in the bankruptcy. Mr. Cohen contended that as his client was the only existing creditor he formed a quorum, but the official receiver adjourned the meeting to the 29th of March. At the adjourned meeting the official receiver read a letter from a firm of solicitors stating that Messrs. Gill and Reigate were judgment creditors for the sum of over £200, but they had lodged no proof. Mr. Cohen contended that as his client was the only creditor who had lodged a proof he was the only person entitled to vote as a creditor (Bankruptcy Act, 1883, Schedule I., r. 8), and that he formed a quorum as by Bankruptcy Rule 257: "In calculating a quorum of creditors present at a meeting those persons only who are entitled to vote at the meeting shall be reckoned," and by rule 23 of Schedule I.: "A meeting shall not be competent to act for any purpose except the election of a chairman, the proving of debts, and the adjournment of the meeting, unless there are present or represented thereat at least three creditors, or all the creditors if their number does not exceed three." Mr. Cohen contended that as his client was the only creditor entitled to vote at the meeting he was "all the creditors" under rule 23, and formed a quorum. He moved that F. S. Salaman be appointed trustee, but the official receiver refused to accept the motion, and this appeal was brought from his decision. A preliminary objection was taken by counsel for the Board of Trade that no appeal lay from any ruling of the official receiver as chairman of a first meeting except as to the admission or rejection of proofs, as to which matters rule 14 of Schedule I. specially provides that his decision shall be subject to appeal to the court. This objection was overruled, and the appellant's solicitor repeated the contention he had raised before the official receiver, and submitted that in calculating a quorum only those creditors who are entitled to vote should be reckoned. He cited in support of his contention an unreported decision of Wright, J., in chambers in a company's winding up matter (*Re The Lombard Contract Corporation, Limited*).

PHILLIMORE, J., said he considered the contention on behalf of the appellant was right, and that he would follow the judgment of Wright, J., in the case cited above. His lordship made a declaration that upon the true construction of the Act and rules the resolution proposed by Mr. Cohen at the meeting was duly carried. COUNSEL, HANSELL, SOLICITORS, *The Solicitor to the Board of Trade; Barry Cohen.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

P. v. P., otherwise P. Bargrave Deane, J. 25th April.

NULLITY—REFUSAL TO CONSUMMATE OR TO COHABIT—INFERENCE OF INCAPACITY.

Where a wife refused either to consummate the marriage or to cohabit with her husband the Court inferred incapacity on her part.

Husband's undefended suit for nullity of marriage. The parties had known each other for some years. In July, 1903, the petitioner, who was in business in Paris, was spending his holidays at Skegness with the respondent and her family. He had to return abroad on the 29th of July, and a few days previous to his departure the respondent suggested that they should get married at once. Accordingly they were married on the 29th of July, 1903. The same afternoon the petitioner suggested to the respondent that the marriage should be consummated, but she refused and became hysterical. The petitioner returned to Paris that day, the respondent having arranged to join him in a month's time. She, however, failed to do so, and on his coming over to England in September, 1903, to see her sent him a letter by her parents refusing to live with him or to see him. On various occasions the petitioner wrote begging her to live with him, but she refused to do so. In the spring of 1910 he went on a visit to her parent's house, and expected the respondent to occupy the same

room with him, but she again refused and became hysterical. Finally, in October, 1910, the present petition for nullity was filed. Counsel submitted that the court should follow the principles laid down in the authorities—although the present case was not exactly on all fours—there having been no cohabitation. Counsel cited and discussed the cases of *N. v. A., otherwise S.* (1873, 3 P. D. 72), *F. v. P., otherwise F.* (1896, 75 L. T. 192), *B., otherwise H., v. B.* (1901, P. 39), *W. v. W., otherwise S.* (1905, P. 251), *N. v. B., otherwise S.* (1905, 21 T. L. R. 219), and *S. v. S., otherwise M.* (1903, 24 T. L. R. 253). Evidence in support of the petitioner having been given.

BARGRAVE DEANE, J., pronounced a decree nisi for nullity.—COUNSEL, J. H. MURPHY, SOLICITORS, C. RUSSELL & CO.

[Reported by DIGNY CORRE-FRÉDET, Barrister-at-Law.]

CASES OF LAST SITTINGS. Court of Appeal.

BATH v. STANDARD LAND CO. (LIM.). No. 2. 10th April.

PRINCIPAL AND AGENT—LIMITED COMPANY APPOINTED AGENT TO MANAGE ESTATES—EMPLOYMENT OF DIRECTORS OF COMPANY—REMUNERATION—FIDUCIARY RELATIONS TO PRINCIPAL.

Directors of a company stand in a fiduciary position only to the company, and not to strangers dealing with the company. Consequently, when a company is employed as an agent, the directors, if the articles of the company permit, may be remunerated for work done by them in connection with such agency, which would ordinarily have required to be done by a professional man for remuneration.

This was an appeal from a decision of Neville, J. By an agreement dated in April, 1893, the defendant company agreed with the plaintiffs to manage, develop, and realise its estates on certain terms, and employed one of its directors, a solicitor, to act for the estates and paid his bill of costs, which included profit items, and also employed another director, who was an estate agent, to manage at a salary a business connected with the estates, and another director, who was an auctioneer, to act as auctioneer on all sales of the estates at the usual commission, and gave its secretary, who was a chartered accountant, an additional salary for keeping the books of the estates. Neville, J., held that in taking the accounts between the plaintiff and the company under the agreement all the above-mentioned salaries, commissions, and profit costs must be disallowed, notwithstanding that the company had power under its articles of association to employ and pay its officers in such capacities. The company appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY, L.J., FLETCHER MOULTON, L.J., dissentients) allowed the appeal.

COZENS-HARDY, M.R.—Directors stand in a fiduciary relation to the company, but not to a stranger with whom the company is dealing. It is, of course, true that a company acts through its directors. But that does not involve the proposition that, if a breach of trust is committed by a company—acting through its board—a beneficiary can maintain any action against the directors in respect of such breach of trust. Of course, I except the case where trust property can be followed into the hands of a director—or of any stranger with notice. No such point arises here. It is argued that it was an implied term of the agreement that all the services of the directors should—as between the plaintiff and the company—be rendered gratuitously. Another way in which the same result was sought to be reached was by suggesting that, although solicitors and auctioneers might be employed by the company and paid for their services, it was an implied term that no director should be so employed. I can find no foundation for such argument. Moreover, a breach of such implied term (if any) would give rise to a claim for damages only, which would not be measured by the amount of profits earned by the director or his firm. On principle I think it is clear that, in an action of this nature to which the directors are not made parties, it cannot be right to treat their profits as sums improperly received by the company or improperly paid away by the company. But it is said that there are two authorities which justify the declaration appealed against. *Nicholson v. Tutin* (3 K. & J. 159), before Wood, V.C., creates no difficulty, and indeed it seems to me to be a plain case which has no bearing upon the present one. The case of *Kecanagh v. Workingmen's Benefit Building Society* (1896, 1 Ir. R. 56) is no doubt, directly in point, but, with all respect to the very learned judges who decided that case, I am unable to follow their reasoning. It seems to me fallacious to say that every director stands in a fiduciary relation to the mortgagor. The conflict between interest and duty only arises where a fiduciary relation exists between the parties. Reference was also made to *Powell and Thomas v. Evan Jones & Co.* (1905, 1 K. B. 11), but I am unable to discover that it in any way assists the plaintiff in his contention. I base my decision upon the broad principle that directors stand in a fiduciary position only to the company, not to creditors of the company, not even to individual shareholders of the company, still less to strangers dealing with the company. This principle applies equally whether the relation between the company and the stranger is one purely of contract, such as principal and agent, or is one of trustee and *cestui que trust*. To speak of directors as the "brains" of the company or the "hands"

of the company is only to use words which have no definite meaning in this connection. With great respect to Neville, J., who followed the Irish decision, I am unable to concur in his view. I think the declaration as to profits received by directors should be struck out, but in order to avoid mistakes it is desirable to add words to the following effect:—"But the omission of this declaration is without prejudice to any question as to the propriety of employing any such director or his firm, or any other person in any particular transaction, or as to the amount of remuneration paid in respect thereof." As the appellants have partly failed and partly succeeded, I think there should be no costs of the appeal.

FLETCHER MOULTON, L.J., delivered a dissenting judgment. His Lordship was of opinion that the directors might not use their position to make a profit for themselves or for one another, and that the decision appealed from was right.

BUCKLEY, L.J., delivered judgment agreeing with Cozens-Hardy. M.R.—COUNSEL, *Jenkins, K.C., Younger, K.C., and H. C. Bischoff; Casell, K.C., and J. M. Stone.* SOLICITORS, *May, Sykes, & Co.; Stone, Morris, & Stone.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re EARL OF STAMFORD AND WARRINGTON'S SETTLED ESTATES.

PAYNE v. GREY. Warrington, J. 27th March.

LOCAL GOVERNMENT—REPAIR OF HIGHWAY—LIABILITY OF OCCUPIER—RATONE TENURE—AGREEMENT WITH LOCAL AUTHORITY TO TAKE OVER LIABILITY—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. C. 73), s. 25—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), s. 148.

A rural district council may, by virtue of the powers conferred upon it by the Local Government Act, 1894 (56 & 57 VICT. C. 73), s. 25, enter into an agreement with the owners and occupiers of land whereon are roads repairable by the occupier, *ratone tenure*, to take upon itself the liability for the repair of the said roads in perpetuity.

This was an application by the trustees of the will of the seventh Earl of Stamford and Warrington to determine the following questions:—1. Whether they had power to apply capital moneys of the Lancashire estates for the purpose of freeing lands (part of those estates), the owners and occupiers, from a perpetual liability to repair highways *ratone tenure*. 2. Whether an agreement, dated the 12th of November, 1908, made with the Limehurst Rural District Council, would, if carried out, effectually free the lands, owners, and occupiers for ever from such liability. 3. Whether the agreement might be carried into effect. The plaintiffs, as trustees of the Lancashire estates, had very extensive powers of management, being empowered to act in all matters affecting the estates as if they were the owners and occupiers thereof. Part of the said estates was within the district of the Limehurst Rural District Council, and subject to a perpetual liability to repair highways *ratone tenure*. Under the agreement of the 12th of November, 1908, the said estate was to pay £500 to the Limehurst Rural District Council, in consideration of which the council purported to "for ever hereafter take upon themselves the liability for maintenance and repairs of the several portions of the said highways, and the said highways shall henceforth cease to be repairable *ratone tenure* by the owners or occupiers of the said lands."

WARRINGTON, J., in the course of his judgment, said: The question to be decided is whether or not it was *ultra vires* of the rural district council to make the agreement. The liability to repair roads *ratone tenure* is a burden imposed on land, and the person against whom the public can enforce the liability is the occupier alone. In old days the only means of enforcing it was by indictment of the occupier, but now, by the Local Government Statutes, the highway authority can do the work and recover from the occupier, who can recover the amount expended from the owner of the land. In this case the rural district council are the successors of the highway authority constituted by the Highways Act, 1835 (5 & 6 Will. 4, c. 50). Its powers are conferred upon it by the Local Government Act, 1894. By section 25 of that Act the council has, in respect of highways, the powers, duties, and liabilities of an urban sanitary authority under sections 144-148 of the Public Health Act, 1875. By section 148 of this last Act an urban authority may by agreement with any person liable to repair any street or road "take on themselves the maintenance, repair, cleansing, or watering of any such street or road, or any part thereof." Under this power the Limehurst Rural District Council have purported to act. It has been contended that the powers conferred by this section are limited, and only allow the local authority to undertake the actual physical work of repairing, by agreement with the person liable to repair, but do not allow them to bind themselves in perpetuity, or to take upon themselves the entire liability. But it seems to me that the section provides a mode by which roads repairable *ratone tenure* may be converted into roads repairable by the public at large. Moreover the dictum of Cockburn, C.J., in the case of *Nutter v. Accrington Local Board*, &c. (4 Q. B. D. 375), cited here, by which it is contended I am bound, has no reference except to the particular circumstances of that case, which differ entirely from those before me. I am of opinion that the rural district council have power to take upon themselves the liability for the repair of the highways in perpetuity. I hold that the agreement is not *ultra vires*, and that it will effectually discharge the land, the owners and occupiers from liability to repair the said highways. As regards the first question, the trustees may apply capital moneys to the carrying out of the agreement, if it is

a thing a judicious owner would do.—COUNSEL, *A. L. Ellis*, for the trustees; *H. Terrell, K.C.*, and *E. J. Naldrett*, for Limehurst Rural District Council; *Cave, K.C.*, and *Sheldon; Clouston, K.C.*, and *H. T. Methold; Tomlin; H. Terrell, K.C.*, and *Owen Thompson*, for other parties. SOLICITORS, *Bower, Cotton, & Bower; Burgess; Cosens & Co.* for Taylor & Buckley, Ashton-under-Lyne; *Maples, Teedales, & Co.; Fayer & Co.; Trower, Still, & Co.; Smith, Fawdon, & Low*, for Wright, Son, & Aysom, Leicester.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Companies.

Atlas Assurance Co. (Limited).

The annual general court of proprietors was held on the 28th of April, at the non Street Hotel, Mr. Herbert Brooks (chairman of the company) presiding.

The General Manager and Secretary (Mr. Samuel J. Pipkin) having read the notice calling the meeting and the auditors' report,

The Chairman said: In the first place I must express my great pleasure at being able to lay before you a statement of accounts which I think you cannot but regard as highly satisfactory, showing as it does a very substantial profit on the past year's working, especially as these profits do not, as you are aware, include the life profits, which are only ascertained every five years, and are then given back to the policy-holders entitled to share them. The life department has not done so well as in 1909, but 1909 was our bonus year, and it often happens that in the year after the bonus year—even though the bonus was a good one—the new premiums are not quite so good. We are, however, quite satisfied with the general progress in this direction. Our representatives have not been idle, and the interests of the company have been well looked after; and I may add that the number of policies issued was greater than in 1909, although on the average the sum assured by each policy was less. We have also re-insured a larger amount this year with other companies than in 1909. The claims, you will notice, are higher, but still well within the expected amount. Interest is £3,500 better than it was last year, owing to better rates and larger funds. All depreciation has been written off, and there are therefore no visible rocks ahead in this direction. Now, with regard to the fire insurance business, I am pleased to say that it shows a somewhat exceptionally low loss rate of 44.70 per cent., and at the same time we have been able to keep the ratio of expenses down, so that the fire surplus amounts to £194,805, the actual profit being a little more than £196,400, being due to a small decrease of £4,000 in the premium income, and in consequence a smaller reserve is required for current business. While congratulating you upon the satisfactory result of the year's working of the fire department, I should, I think, be much to blame if I did not at the same time issue a word of warning that you must not always expect such a good return. Fire insurance is a fluctuating business, and although we are hopeful of the future, we must not lead you to expect such a good year every time. With regard to the accident business, we have included in one account all the different classes of accident business—such as employers' liability, workmen's compensation, personal accident, property owners' liability, fidelity, and burglary. In the aggregate these accounts, some of them of small dimensions, show an increase of income of £3,000, and a profit on the year of £3,135, which is left in the accounts to strengthen the reserves. We are not very keen to increase materially these branches of our business. They do not appear to be uniformly profitable, but they are useful adjuncts to our other business. We now turn to the so-called sinking fund, which is so named in accordance with the Assurance Companies Act of 1909. The premiums received in 1910 amounted to £11,800, as against £8,800 in 1909, and the fund now stands at £77,700, which includes about £2,000 profit, which we leave there for the present, but some of it may later on be brought into the profit and loss account. You will notice some considerable changes in the form of the accounts, and it is rather a bulky volume to put before you; but they are not of much moment, and are in conformity with the Act already mentioned. Many of the stipulations of the Act have always been complied with in our accounts, and we have now put the accounts before you in the precise language and form of the Act with the one exception of blending the several small classes of accident business into one account, but, as I said before, they are set out separately in the Board of Trade returns. I will now refer to what will be the most interesting account to those present—I refer to the profit and loss account. In this you will note that out of the £196,000 fire profit we have taken only the sum of £35,427 into profit and loss, leaving the balance in the fire account, and bringing its fund up to what I think you will consider the fairly satisfactory amount of £1,007,000, or practically £1,008,000. (Cheers.) We have brought all the interest except the life and sinking fund into profit and loss account. It has to be placed to the different accounts in accordance with the Act, but it has been carried out of those accounts and focussed in the profit and loss account, enabling us to see our interest in one item, as it has always hitherto been shown. The interest, you will see, shows a total of £39,117, as against £31,352 in the previous year. The commission on the life business amounts to £5,306, and the transfer fees are £79. The amounts thus accumulated provide for the writing off of £11,929 depreciation on securities, carrying £2,000 to the contingency fund hitherto shown in your accounts, and not very appropriately named reserve fund—of course, it is in no

sense a reserve fund, the reserve fund being your fire fund—and providing a dividend of £66,000 for the year, or 25 per cent. on your paid-up capital, instead of £55,000 last year. Thus you will receive to-morrow a dividend of 4s. per share, which, with the 2s. interim distribution paid last October, makes up the total of 6s. per share. I only hope that we may be as fortunate another year, and be able to declare as good a dividend. (Hear, hear.) I am sorry to have to inform you of the resignation of our colleague, Mr. Frederick Greene, the state of whose health does not permit him to continue his attendance with us. Mr. Greene has been nearly thirty years on the court, and his advice and assistance will be much missed by his colleagues. We have been fortunate enough, I am pleased to be able to tell you, to obtain the consent of Sir James Mackay to fill the vacancy thus caused, and his great ability cannot fail to be of considerable advantage to the company. His appointment will be submitted to you for confirmation later on in these proceedings. I have, I think, referred to all the matters of interest in the accounts, but if I have omitted anything or if any proprietor wishes for any further explanation I shall be happy to supply it if it is in my power to do so. I cannot sit down without bearing my testimony to the loyalty and zeal displayed by all the staff and agents of the company all over the world, which has done much to provide this satisfactory report to the shareholders. I certainly cannot omit our general manager in London and the departmental managers, who have the great responsibility of looking after all this large business. They have been ably supported by the whole staff from top to bottom. I am personally in touch with their work and able to speak from personal knowledge. I also wish to call your attention to the excellent services rendered to the company by our local directors in different parts of the world. They have very responsible work, and relieve the managers of much of their responsibility. We are honoured to-day with the presence of one of our local directors from Melbourne, the Hon. Mr. W. L. Baillieu, M.L.C., and I should like very much to ask that gentleman to say a few words presently as to what we are doing in that part of the world. I have now to move, "That the report and accounts be received, approved, and entered on the minutes."

The Deputy-Chairman (Mr. Francis Alexander Johnston) seconded the motion.

Mr. G. E. Cockram remarked that there was nothing to say on the accounts except to congratulate the directors, but he hoped that in the future they would be able to divide the dividend in more equal proportions. He suggested that the proprietors should get a little more in October by way of interim dividend and a little less in April.

The Chairman: With regard to what Mr. Cockram has said, I think it is rather early days to talk of increasing our interim dividend. I should like to establish this increased dividend for a year or two, at all events, before we begin to pay a larger interim dividend. He then put the motion to the meeting, and it was carried unanimously. Continuing, he said: I have mentioned the election of Sir James Mackay to a seat on the court of this company, and I have now to move that his election be and is hereby confirmed.

The Deputy-Chairman: I beg to second the resolution, and I have very great pleasure in doing so. Sir James Mackay's distinguished name is so well known to all that he really hardly needs any introduction, and I think we are extremely fortunate in securing for the Atlas the advantage of his wide experience and great ability.

The resolution was carried unanimously.

Sir James Lyle Mackay: Ladies and gentlemen,—I desire most sincerely to thank you for the honour you have done me in electing me to a seat on the court of the Atlas Company, and I can assure you that, in conjunction with my colleagues, nothing will be wanting on my part to look after your interests.

The Chairman: I should like to put in a little more formal way the vote of thanks to the staff which I mentioned in the few words I said to you. I therefore move, "That a vote of thanks be given to all the members of the staff and to our representatives abroad."

The Deputy-Chairman seconded the motion, which was carried unanimously.

The Hon. W. L. Baillieu: Mr. Chairman, ladies, and gentlemen,—I feel greatly honoured at having been asked to respond on behalf of the agents abroad of this worthy company, and I should like to make this remark: that if the agents in the other parts of the world are as zealous and able as those in Melbourne, it is easily understood how this great company is the prosperous concern that it is. Of course, I know very well that the business in Melbourne forms but a small part of the large business of this concern, but, of course, we are a new country with a great future all in front of us, and I have no doubt that the policy of getting your roots down early in a place like Australia must lead, as time rolls on, to increased benefit to this company. I feel thankful to you, sir, for affording me the privilege of replying on behalf of the agents abroad.

A vote of thanks to the chairman and directors concluded the proceedings.

During the hearing of a case on the 27th ult., in the King's Bench Division, involving, says the *Evening Standard*, considerable engineering detail, counsel repeatedly apologised for not being able to properly understand certain technical terms he was using. Mr. Justice Phillimore told him he need not apologise, "it was only necessary to speak distinctly when technical points were involved." "English judges," his lordship added, "were expected to know more than any other judges in the world—save, perhaps, in the United States. In foreign countries matters of a technical nature such as they were discussing were placed before experts."

Obituary.

Mr. F. Hughes-Hallett.

The death is announced of Mr. Frederick Hughes-Hallett, of Ashford, solicitor, at the age of eighty years. He was admitted in Easter, 1849. He was clerk to the Ashford Local Board, and for many years practised in partnership with Messrs. Creery & Weldon at Ashford, under the firm of Hallett, Creery & Co.

Legal News.

Appointments.

Dr. T. CATO WORSFORD, M.A., of the firm of Messrs. Wainwright & Co., solicitors, of 9, Staple-inn, London, has been appointed Commissioner of Deeds and for the Examination of Witnesses for the High Courts of New Hampshire, Pennsylvania and Colorado, U.S.A.

Mr. J. A. D. MILNE, Deputy Town Clerk of Shoreditch, has been elected Town Clerk of Shoreditch, in the place of Dr. H. Mansfield Robinson, resigned.

Mr. J. B. CHAPMAN, solicitor, Deputy Town Clerk of Hull, has been appointed Town Clerk of Burton-on-Trent.

Mr. W. V. MULCASTER, solicitor, of Newcastle, has been appointed Clerk to the County Magistrates at Newcastle.

Mr. Justice HENRY GEORGE RICHARDS has been appointed Chief Justice of the High Court of Judicature for the North-Western Provinces of India, in place of Sir John Stanley, who has retired.

Mr. ALFRED GEORGE LASCELLES (Attorney-General) has been appointed Chief Justice of the Island of Ceylon.

Mr. ANTON BERTRAM (Puisne Judge, Cyprus) has been appointed Attorney-General of the Island of Ceylon.

Information Required.

MARGARET ELEANOR ARKWRIGHT, Deceased.—Any solicitor having drawn up a Will for Margaret Eleanor Arkwright, deceased, of 4, Sloane-square Mansions, S.W., please communicate with undersigned at once, Edith Arkwright, 14, Egerton-terrace, S.W.

General.

The Lord Chancellor on Monday introduced in the House of Lords a Bill to amalgamate the Lunacy Department and to transfer the power to make vesting orders to the Judge in Lunacy of the High Court.

The rumours that Mr. Ure will become Secretary for Scotland before the Session is over are, says the Parliamentary Correspondent of the *Times*, very well founded. This and other changes in the Ministry are expected to take place shortly after the Coronation.

It is announced that Mr. Edmund Carlyon, a well-known Cornish solicitor, has resigned the appointment of registrar of St. Austell County Court, held by him since 1846, and that his partner and deputy, Mr. John Stephens, has been appointed his successor. Mr. Carlyon has practised as a solicitor since 1841, and is ninety-two years of age. It is believed he was the oldest county court registrar.

Mr. Justice Channell, in presiding at the annual meeting of the Metropolitan Prisoners' Aid Society, on the 27th ult., said, according to the *Times*, that they all knew that consideration was being given to the mode of dealing with prisoners, and efforts had been made by the Prison Commissioners and the Home Secretary to bring together the Prisoners' Aid Societies. Difficulties arose from the fact that prison treatment must be of a character not altogether unpopular with the people who were subjected to it. The report pointed out that short terms of imprisonment merely familiarized a man with the inside of a prison, and he found out that it was not a very bad place. One youth had informed the Committee during the past year that "in the workhouse you had to work hard, and got bad food, while they treated you like a gentleman in prison." His own experience as a judge was that the number of prisoners who committed offences because they wanted to go back to prison was somewhat on the increase. The only observation he could make was that there must be something wrong. Either workhouse treatment was not what it ought to be or prison treatment was not what it ought to be. Sometimes the men who wanted to get back to prison were sensible enough not to commit any serious offence. They usually took a pair of boots, or a pair of trousers that might be hanging outside a shop, and walked a little way, and when they were detected they frankly admitted that they wanted to go to prison. Unfortunately, sometimes they did serious mischief, such as burning down stacks and valuable property. It seemed absolutely essential that the prison should not be made too pleasant, and that was a consideration that was somewhat apt to be ignored in the very natural desire to bring about the reformation of a particular individual and to turn him into a respectable member of society.

The Institute of International Law held its annual meeting at Madrid last week. The subjects discussed included submarine mines and airships in war, as to which, says the *Times*, radical differences of opinion were found to exist with reference to the questions, whether in time of peace the presumption is in favour of *la liberté des airs*, or *la souveraineté des Etats*; and under what conditions, and with what effects, an *aéronef* might acquire, by registration, a national character; also whether, and for what purposes, *aéronefs* may be employed in time of war. In answer to this last question, various views were maintained. Some members, while admitting their view to be utopian, would prohibit such employment altogether; others would distinguish between "horizontal" and "perpendicular" hostilities; others would allow it only for purposes of observation and communication, or of self-defence; others would place no restraint upon it. The last-mentioned view prevailed, subject to an illusory proviso in favour of peaceful inhabitants. Among other subjects discussed were rules as to international rivers, as regards the user of the motive power supplied by them, and the regulation of *Les conflits des lois en matière de droits réels*.

"Patentee," writing to the *Times*, says: "By the appointment of additional judges apparently the work in the Law Courts generally is much facilitated, and there are not now the enormous delays that were experienced until these additional judges were appointed. But what I want to point out to you is that in the legal departments affecting patents a similar addition ought to be made. As a patentee I had to apply for an amendment of my patent, and it took about six months to get this case tried by the Comptroller. I succeeded in my application before the Comptroller, but of course during this time competitors were infringing my patents, and purely for the purpose of delay—which, indeed, two of my competitors acknowledged—they appealed against the decision of the Comptroller to the Law Officer of the Crown. And although five months have expired since the Comptroller gave his decision, and my patent lawyers have done their utmost to facilitate the appeal to the Law Officer of the Crown, so far there has been no result, and there still seems little or no chance of the Law Officer of the Crown being able to deal with the appeal. It does seem, therefore to me that it would be greatly advantageous to patentees if additional appointments were made by the Government to assist the Comptroller and the Law Officer of the Crown. As a patentee I am suffering from infringers, who are doing their utmost to damage my interests, although the point to be considered will probably not take more than an hour or two of the Law Officer of the Crown's time when he can get to it."

In replying to several questions asked in the House of Commons with regard to the appointment of justices of the peace, Mr. Asquith said: These questions relate mainly to the advisory committees which were unanimously recommended by the Royal Commission, on the suggestion of the Lord Chancellor himself, a very representative and authoritative body which made a laborious inquiry into the whole matter, lasting for the best part of a year, and which presented its report as lately as last July. In England twenty-two of these committees have been appointed, in Wales five, and in Scotland nine, making thirty-six in all. Arrangements for the establishment of committees are now proceeding in seventeen English, four Welsh, and ten Scottish counties, and when they are completed sixty-seven committees will have been set up. The course adopted has been to proceed to the setting up of committees as and when the Lord Chancellor is informed that more justices of the peace are wanted for any county, and it is expected that committees will be established in all the counties by August. It is intended that the committees shall consider any names that they may think fit for the commission of the peace. The Lord Chancellor does not propose to recommend names to them. If, as a matter of convenience, it is desired by any responsible person to submit names to the committees, no doubt the Lord Chancellor will transmit them, but without comment, though it would be more convenient if suggestions were sent to the committees direct. Finally, I may point out that the Royal Commission advises that the members of these committees shall all be free to communicate with the Lord Chancellor, and in the somewhat unlikely event of such communications being made they will, I need hardly say, be entertained and inquired into by my noble friend. The Lord Chancellor has every expectation that when these committees get to work the results will be satisfactory, and I share his hope. It was with the view of getting reliable local assistance that he suggested the system of committees, and I may say that there are seventy-eight counties, with 750 petty sessional divisions, and 227 boroughs. As regards boroughs, it is the Lord Chancellor's intention to act upon the recommendation of the Royal Commission and appoint committees where they may be required or desired, and he expects that it will be practically universal. I come now to the desire expressed by some of my hon. friends that an opportunity should be given to the House for discussing the general question of the appointment of magistrates. The Lord Chancellor wishes very much that a day should be given for discussion. But in a matter of this kind he is, of course, willing to leave the decision in my hands, and in view of the fact that the changes recommended by the Royal Commission have been so recently introduced, and that only about a dozen of the new committees, as I am informed, have as yet actually forwarded recommendations to the Lord Chancellor, I cannot help feeling that such a discussion would at this moment be premature, and that in the absence of evidence as to the working and results of the new machinery it could throw no adequate light upon the question.

"Merlin on Interpleader in the High Court and County Courts." By S. P. J. Merlin, Barrister-at-Law. Price 6s. Butterworth & Co., Bell-yard, W.C. [ADVT.]

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [ADVT.]

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice	
	EMERGENCY ROTA.	APPEAL COURT No. 2.	JOYCE.	SWINFRY EADY.
Monday, May 8	Mr Leach	Mr Farmer	Mr Beal	Mr Bloxam
Tuesday " 9	Borror	Leach	Groswell	Farmer
Wednesday " 10	Beal	Borror	Goldschmidt	Leach
Thursday " 11	Groswell	Beal	Synge	Borror
Friday " 12	Goldschmidt	Groswell	Church	Beal
Saturday " 13	Synge	Goldschmidt	Theod	Groswell

Date.	Mr. Justice		Mr. Justice	
	WARRINGTON.	NEVILLE.	PARKER.	EVS.
Monday, May 8	Mr Synge	Mr Borror	Mr Goldschmidt	Mr Theod
Tuesday " 9	Church	Leach	Synge	Bloxam
Wednesday " 10	Theod	Groswell	Church	Farmer
Thursday " 11	Bloxam	Beal	Theod	Leach
Friday " 12	Farmer	Synge	Bloxam	Borror
Saturday " 13	Leach	Church	Farmer	Beal

COURT OF APPEAL.

EASTER SITTINGS, 1911.

(Continued from page 467).

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1911.

Calyx—1911—Folio 4 The Owners, Master and Crew of the Steam Tug Roman and ors v Owners of Steamship Calyx, her cargo and freight (salvage) appl of plffs from judgt of The President, dated Dec 21, 1910 Jan 7 (s o till further order)

Lunesdale—1911—Folio 113 The Lancashire and Liverpool Shipping Co ld v Comms and Trustees of the Port of Lancaster, The Lunesdale (damage to berth) appl of defts from judgt of The President, dated Jan. 31, 1911 Feb 25

Morayshire—1911—Folio 68 and 82 (consolidated) The Owners of the Steamship Axwell v Owners of Steamship Morayshire (damage) appl of plffs from judgt of Mr Justice Bargaive Deane, dated March 3, 1911 March 20

White Jacket—1910—Folio 201 The Owners of the Cargo lately on board the Steamship Kehdingen v The Owners of the Steamship White Jacket (damage) appl of defts from judgt of Mr Justice Bargaive Deane, dated March 10, 1911 March 21

FROM THE KING'S-BENCH DIVISION.

Judgment Reserved.

(Interlocutory List.)

Maass v The Gas Light and Coke Co appl of plff from order of Mr Justice Ridley (set down March 10, 1911) c a v April 3 (Heard before The Master of the Rolls, Vaughan Williams, Fletcher Moulton, Farwell, Buckley and Kennedy, L.JJ.)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1910.

Reeder v Cooper appl of Curtis and ors from order of Mr. Justice Coleridge, dated April 14, 1910 (s o liberty to apply) April 16

1911.

The King v Special Commissioners of Income Tax (expte Essex Hall) appl of Commissioners of Income Tax from order of The Lord Chief Justice and Justices Hamilton and Avory, dated Jan 12, 1911 Jan 23 (Three Judges required to hear this Appeal—s o for first Monday Easter)

Essayan v Gulbenkian appl of deft from order of Mr Justice Horridge, dated Feb 18, 1911 Feb 24 (Three Judges to hear this Appeal)

Clark v Forster Same v Same Forster v Aldridge In re H Forster (expte J Jackson Clark, in Bankruptcy appl of applicant, H W Clarkson, from order of Mr Justice Ridley, dated Feb 20, 1911, part heard Feb 25 (s o till after action before Parker, J.)

The King v Licensing Justices of Bolton (expte Cook) nisi for mandamus appln for transfer of licence Feb 15
Comptoir d'Escompte de Geneve v British Motobloc Syndicate ld and ors appl of deflt, Delphin, from order of Mr Justice Ridley, dated March 2, 1911 March 17
The Papua Trading and Planting Syndicate ld v *The British New Guinea Development Co* ld appl of defts from order of Mr Justice Pickford, dated March 30, 1911 April 6
W & R Fletcher ld v *The Tyser Line* ld appl of defts from order of Mr Justice Scrutton, dated April 3, 1911 April 7
Evans v Fielder and Jones appl of plttf from order of Mr Justice Lush, dated April 7, 1911 April 8
Scarpetta v Lowenfeld appl of deflt from order of Mr Justice Lush, dated April 7, 1911 April 12

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(FROM COUNTY COURTS.)

1910.

Davies v Hills Plymouth Colliery appl of applicant from award of County Court (Glamorgan, Merthyr Tydfil), dated June 23, 1910 July 5 (s o till after decision in House of Lords of "Pope v Hill's Plymouth Collieries")
O'Brien & Co v Mayor, &c, of Rochdale appl of respts from award of County Court (Lancashire, Rochdale), dated Nov 4, 1910 Nov 25 1911.

Carrolan v Harrington appl of applicant from award of County Court (Lancashire, Liverpool), dated Jan 16, 1911 Feb 6
Johnson v Wootton appl of applicant from award of County Court (Surrey, Epsom), dated Jan 20, 1911, and cross-notice by respts, dated Feb 27, 1911 (security ordered) Feb 10
Fox v Battersea Borough Council appl of respts from award of County Court (Surrey, Wandsworth), dated Jan 23, 1911 Feb 13
Mayor, &c, of Stockport v Smith appl of respt from award of County Court (Cheshire, Stockport), dated Feb 10, 1911 Feb 27
Passmore v Cardiff Steam Collieries ld appl of applicant from award of County Court (Glamorganshire, Pontypridd), dated Feb 7, 1911 Feb 28
Frogbrook v Potts appl of applicant from award of County Court (Hampshire, Southampton), dated Feb 7, 1911 March 1
Reyners ld v Makin appl of respt from award of County Court (Lancashire, Ashton-under-Lyne and Stalybridge), dated Feb 9, 1911 March 2
Harding v The Brynddu Colliery Co ld appl of respt from award of County Court (Glamorganshire, Bridgend), dated Feb 25, 1911 March 2
Humphreys v The City of London Electric Co appl of applicant from award of County Court (Middlesex, City of London Court), dated Feb 10, 1911 March 2
Rose v Morrison & Mason ld appl of applicant from award of County Court (Hampshire, Portsmouth), dated Feb 15, 1911 March 7
Godwin v The Lords Commissioners of the Admiralty appl of applicant from award of County Court (Hampshire, Portsmouth), dated Feb 16, 1911 March 8
Gilmour v Dorman, Long & Co ld appl of respt from award of County Court (Yorkshire, Middlesbrough), dated Feb 20, 1911 March 8
McCarthy v Stapleton-Bretherton appl of respt from award of County Court (Lancashire, St Helens and Widnes), dated Feb 22, 1911 March 13
Lucas v Jones appl of applicant from award of County Court (Glamorganshire, Swansea), dated Feb 22, 1911 March 15
Maune v Ashton Bros & Co ld appl of respts from award of County Court (Cheshire, Hyde), dated Feb 25, 1911 March 16
Collins v Olive appl of respt from award of County Court (Pembroke-shire, Narberth), dated March 6, 1911 March 20
Johnson and ors v W Cory & Sons ld appl of applicants from award of County Court (Kent, Woolwich), dated March 1, 1911 March 20
Naylor v Musgrave Spinning Co ld appl of applicant from award of County Court (Lancashire, Bolton), dated March 1, 1911 March 22
Howarth v Sir B Samuelson & Co ld appl of applicant from award of County Court (Yorkshire, Stokesley and Guisborough), dated March 17, 1911 March 27
Guest, Keen & Nettlefolds ld v *Winsper* appl of applicant from award of County Court (Staffordshire, West Bromwich), dated March 10, 1911 March 31
Cory Bros & Co ld v *Hughes* appl of applicants from award of County Court (Glamorganshire, Neath), dated March 16, 1911 March 31
Moss & Co v Akers appl of applicants from award of County Court (Wiltshire, Swindon), dated March 15, 1911 April 4
Karemaker v Owners of Ship "Corsican" appl of applicant from award of County Court (Lancashire, Liverpool), dated March 18, 1911 April 6
Butterfield v Brooks & Brooks appl of respts from award of County Court (Yorkshire, Leeds), dated March 17, 1911 April 6
Brown v John Thornycroft & Co appl of applicant from award of County Court (Hampshire, Southampton), dated March 21, 1911 April 11
Jones v Tirdonkin Colliery Co appl of applicant from award of County Court (Glamorganshire, Swansea), dated Feb 2, 1911 April 12
 N.B.—The above list contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c, set down to April 13, 1911

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

EASTER SITTINGS, 1911.

(Continued from page 467.)

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to April 12, 1911.

Before Mr. Justice NEVILLE.
 Retained Witness Actions.
Orchard ld v *Orchard and anr*
 act
Nash v Layton act
Great Central Ry v Midland Ry
 act

Causes for Trial without Witnesses and Adjourned Summonses.
Taylor v Saunders adjd sumns
In re Jackson Koecher v Jackson adjd sumns
In re Kerr's Settlement Kerr v Kershaw adjd sumns
In re Perry, dec Lyon v Langley adjd sumns
In re G W B Daniell's Settled Estates In re The Settled Land Acts, 1882 to 1890 adjd sumns
In re James McEwan & Co Greff v The Company adjd sumns
In re Langdon Davies Motor Co ld Cree v The Company m f j (short)
In re J P Robinson, dec Clarkson v Robinson adjd sumns
In re John Barnard's Estate Barnard v Hill adjd sumns
In re W S Atkinson's Trusts Bather v Atkinson adjd sumns
Hart v Wilson's Electric Empires ld m f j (short)
In re Hyde Clarke's Trusts Mosley v Prudential Assoc Co adjd sumns
In re John Watts dec Wood v Thompson adjd sumns

Companies (Winding-up) and Chancery Division.
 Companies (Winding-up).
 Petitions.

Ind, Coope & Co ld (petn of G Spalding) Same (petn of H G Da Costa) Same (petn of Shutters, Chippendales & Colversons ld—s o from December 20, 1910, to April 25, 1911)
Camden Brewery Co ld (petn of Turner Byrne & Co) Same (petn of S J Garrett & Co—s o from February 21 to May 23, 1911)
La Martona Rubber Estates ld (petn of H F Hargreaves and anr—with witnesses—s o from March 28 to May 2, 1911)
Bear Brewer & Bowman (petn, under Limited Partnerships Act, 1907, of P J Porter—with witnesses—s o from April 4 to April 25, 1911)
Chisholms Rapid Filing Systems ld (petn of J Smith & Sons—s o from April 11 to May 2, 1911)
Automatic Filters ld (petn of W Murray—s o from April 11 to April 25, 1911)
Gloria Copper Mines (Spain) ld ptn of C B Toller—ordered on April 11, 1911, to stand over generally
Atacama Co ld (petn of A N W Palmer—s o from April 11 to May 2, 1911)
Rubber Corp of Brazil ld (petn of L H Green and anr—s o from April 11 to April 25, 1911)
G & W Thomas ld (petn of Pollock & Co)
Maikop European and General Oil Trust ld (petn of Annable & Young)

Films Distributors ld (petn of Kineto ld)
Aowin Rubber and Produce Co ld (petn of F Hider and anr)
Automobiles de Luxe ld (petn of What's On ld)
New Cross Cinematograph Theatre ld (petn of J Tambllyn)

Chancery Division.

Petition (to alter Memo of Assoc).
Westminster Construction Co ld

Petition (to sanction Scheme of Arrangement).
Notting Hill Electric Lighting Co ld (petn of the Company)

Petition (to confirm reduction of Capital).
Illustrated London News and Sketch ld and reduced

Petition (to confirm reduction of Capital and sanction Scheme of Arrangement).

J R Roberts' Stores ld and reduced

Action for Trial (with Witnesses).
Blanchards (London) ld Hodson and ors v *Blanchards (London) ld*

Companies (Winding-up).

Motions.

Kellett's ld (to stay proceedings—ordered on February 14, 1911 to stand over generally)
Anglo-Asiatic Manganese Co ld (to discharge order, dated March 29, 1911)

Companies (Winding-up) and Chancery Division.

Court Summonses.

Progressive Asse Co ld (as to payment of life claim—ordered on Feb 1, 1910 to stand over generally)
Brown and ors v British Natural Premium Life Assoc ld and ors (on construction of trusts—ordered on Jan 24, 1911 to stand over generally)
Egyptian Estates ld (for removal of "saïsis" on debts—ordered on March 7, 1911, to stand over generally)
Alsop Flour Process ld (as to limitation of calls—ordered on March 14, 1911 to stand over generally)
Joint Stock Trust and Finance Corp ld (misfeasance—with witnesses—ordered on March 28, 1911 to stand over generally)
J W Draper ld (as to validity of debentures)
Ramel Syndicate ld (as to distribution of surplus assets)
A Carter & Co ld (for removal of a Liquidator)
British Tea Table Co (1897) ld Pearce v *British Tea Table Co (1897) ld* (on distribution of funds)

Before Mr. Justice PARKER.

Retained Matters.

Motions (by order).

In re Jones Robinson v Jones pt hd
Buschi & Berton v Mayor of Ham-
mersmith (for April 25)

Adjourned Summonses.
 In re Blair, dec Jackson v Johnson adjd summs
 The Bowring Petroleum Co ld v The Commercial Union Assoc ld adjd summs pt hd
 In re Joseph Richmond, dec Back v Richmond adjd summs
 Causton v Rider adjd summs

Further Considerations.
 In re Ada Hill, dec C Hemer and ors v E Smith fur con (s o generally)
 E Arbib and ors v Venice and Murano Glass Co ld fur con

Standing for Judgment.
Cause for Trial.
 In the Matter of the Patent and Designs Act, 1907, and in the Matter of a Patent granted to O J Lodge, No. 11,575 of 1897 petition for prolongation of Patents (c a v April 5)

Causes for Trial (with Witnesses).
 Mendelssohn v Traies & Son act (s o pending settlement)
 Webb v Webb act and m f j
 Snelling v Martin and ors act
 In re M S Cooper, dec Reeder v Curtis and ors act (s o till further order)
 Meliard v Francis act (s o April 25)

The Electric and Ordnance Accessories Co ld v Hancock act and counter-claim (s o Trinity)
 In re John Clemence, dec Clemence v Clemence act and counter-claim

In re Borra's Settlement Reid v Smith act pt hd (s o)
 Bax v Liberty & Co act (s o)
 Darlington v Lewis act (s o till after "Watling v Lewis" disposed of in Appeal Court)
 The Vidal Dyes Syndicate ld v Levinstein ld act (s o not before April 30)

Bradbury v Oddie act
 Chater v Chater act
 Mossop v Saunders act (July 11)
 Algemeene Maatschappij voor Nederlandsch Indische Cultuur-zaken v Studd & Roche act
 Thornton v The United Counties Bank ld act and counter-claim (s o not before May 10)
 White v Clark & Harrison ld act
 In the Matter of Forster's Patent, No. 18,373 of 1908, and in the Matter of the Patents and Designs Act, 1907 petn for revocation

Associated Electric Theatres ld v London and Provincial Electrical Theatres ld act (s o May 1)
 In re William Sennitt, dec In re Mary Ann Sennitt, dec Sennitt v Sennitt act
 Bell v Smith act
 Wilson v Amalgamated Soc of Engineers and ors act
 West v Keeves act

Marx v Galt act and counter-claim
 froulkes v Salisbury Jones and ors act
 Day and anr v Thompson and anr act
 Kaapsche Hoop Gold Co ld v Steele act
 In re Tewkesbury Gas Co ld Tysoe v The Company act
 Dale v Powell act
 Wilson and ors v Wilson Bros. Bobbin Co ld act
 Copestake v The West Sussex County Council act

Before Mr. Justice EVE.
Retained by Order.
Causes for Trial (with Witnesses).
 Gill v Leeds Corpn act
 In re Howe Wilkinson v Fernie-hough act (restored)
 Cooper v Parkhurst act and counter-claim
 Tholander v Darton act and counter-claim
 In re Joseph Greenwood, dec Greenwood v Firth act
 The Ridgway Co v The Religious Tract Soc act
 Craig v Bullock act (Liverpool District Registry)
 In re Hughes, dec Hewart v Jones act
 Schworer v Bethnal Green Borough Council act

Causes for Trial without Witnesses and Adjourned Summonses.
 In re Williams, dec Pitt Tucker v Williams adjd summs
 In re S Griffin, dec Bendell and anr v Griffin adjd summs (s o)
 In re Lambert's Marriage Settlement Montgomery v Lambert adjd summs (s o liberty to apply)
 Rice v Alfred Herbert ld motn
 In re Richard Turner, dec Sanders v Turner adjd summs
 West v Beetham adjd summs
 In re Macnamara's Estate Hewitt v Jeans adjd summs
 In re H M Auger's Trusts Croxon v Rogers adjd summs
 In re Spurge, dec Calver v Collett adjd summs
 In re Sir S M Maryon Wilson's Estate In re Settled Land Acts, 1882 to 1890 adjd summs
 Collister v Collister adjd summs
 Williams v Jones adjd summs
 In re Comtesse de Noailles Tufnel v Payne adjd summs
 In re Sir J C Lee, dec Smith v Lee adjd summs
 In re Roberts' Trusts Roberts v Roberts adjd summs
 In re Sir Daniel Cooper, Bart Cooper v Cooper adjd summs
 In re J F McGuire's Estate Reeves v Miller adjd summs

Further Considerations.
 In re W Beale, dec Beale v Beale fur con
 Callender v Callender fur con

BIRKENHEAD AND DISTRICT MINERAL WATER MANUFACTURING CO, LTD—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph Roscoe Simm, 50, Hamilton sq, Birkenhead, Liquidator

BETTER SIGNERS, LTD—Petn for winding up, presented April 25, directed to be heard May 9. R F & C L Smith, Lincoln's inn fields, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

EXPRESS MOTOR CAR CO, LTD—Petn for winding up, presented April 24, directed to be heard May 9. Benjamin & Cohen, College Hill chambers, College hill, Cannon st, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

G. & D. MURRAY, LTD—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Harold Mather, 10, Acresfield, Bolton, Liquidator

LEYER, PHILLIPS & CO, LTD—Petn for winding up, presented April 24, directed to be heard at the Court House, Government bldgs, Victoria st, Liverpool, May 12. Hunter, Lord st, Liverpool, solr for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 11

MILLS AND BANKING CORPORATION, LTD—Petn for winding up, presented April 25, directed to be heard May 9. Emmet & Co, Bloomsbury sq, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

RHOENDA TRAMWAYS CONSTRUCTION SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to L R Schlesinger and W B Cornie, Queen Anne's Chambers, Westminster, liquidators

R. J. PARVIN, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Robert James Ward, 2, Clement's inn, Strand, liquidator

TEMPERLEY MINING CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Geo. Thomson, 65, London wall, liquidator

TINTWISTLE WATERWORKS CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 27, to send their names and addresses, with particulars of their debts or claims, to Samuel Fletcher, 59, Norfolk st, Glossop, liquidator

VICTORIA MOTOR TYRE MANUFACTURING CO, LTD—Petn for winding up, presented April 26, directed to be heard May 9. Raphael & Co, Moorgate st, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 8

London Gazette.—TUESDAY, May 2.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ANONA MINING AND MANUFACT CO, LTD—Petn for winding up, presented April 27, directed to be heard May 16. Woodthorpe & Co, Clement's inn, solrs for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 15

COOK BROTHERS AND LIVERPOOL DAIRY CO, LTD—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Thomas Brotherton Mac'abe and Arthur Tharves, 30, North John st, Liverpool, liquidators

HAMBURG AMERICAN ROLLER RINK CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to W. U. Page, Audrey ho, Ely pl, liquidator

LONDON GROUND RENT CO, LTD—Petn for winding up, presented April 28, directed to be heard May 16. K & J More, South sq, Gray's inn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 15

NORTH WESTERN ELECTRICITY AND POWER GAS SYNDICATE, LTD—Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Ernest Bullock, Albion st, Hanley, Rowcliffe & Co, Manchester, solrs to the liquidator

The Property Mart.

Forthcoming Auction Sales.

May 10.—Messrs. EDWIN FOX, ROUSFIELD, BURNETTS, & BADDELEY, at the Mart, at 2: High class Shop Property, and Freehold Hotel Property (see advertisement, back page, April 29).

May 11.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground-rents (see advertisement, page v, this week).

May 17 and 25.—Messrs. PARKER, ELLIS, & CO., at the Mart, at 2: Freehold Residential and Building Estates, Shop Properties, and Freehold Warehouse Premises and Building Sites in Manchester (see advertisement, back page, April 8).

May 19.—Messrs. ELLIS & SONS, at the Mart, at 2: Freehold Corner Residence, and Freehold Riverside Property (see advertisement, page v, this week, and April 2).

May 24.—Messrs. EDWIN FOX, ROUSFIELD, BURNETTS, & BADDELEY, at the Mart, at 2: Freehold Properties, Shops, Building Estates, &c. (see advertisement, page v, this week).

May 24.—Messrs. EDWIN EVANS & SONS, at the Mart, at 2: Hall, Freehold Building Land, Houses, Factories, &c. (see advertisement, page v, this week).

May 29.—Messrs. HAMPTONS & SONS, at the Mart, at 2: Houses and Leasehold Investments (see advertisement, page 160, this week).

June 13.—Messrs. DENHAM, TAYSON, RICHARDSON, & CO., at the Mart, at 2: Freehold Estate (see advertisement, back page, this week).

Result of Sale.

REVERSIONS, &c.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 930) of the above-named interests, at the Mart, Fokenhouse-yard, E.C.1, on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £4,370:—

ABSOLUTE REVERSIONS—

To £8,679	...	...	...	...	...	...	Sold	£2,870
To £1,000	...	...	...	...	...	...	...	£450
To £915	...	...	...	...	...	...	...	£375
To £577	...	...	...	...	...	...	...	£375

REVERSIONS—

To £700	...	...	...	...	...	...	...	£375
To £254	...	...	...	...	...	...	...	£125
One-seventh share of £50,000 less £500 per annum	...	...	...	...	...	...	...	£300

Winding-up Notices.

London Gazette.—FRIDAY, April 28.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ALBERT BARKER, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 26, to send in their names and addresses, and the particulars of their debts or claims, to T. Dudley Cocks and Leonard George Lane, 44, Greenham st, joint liquidators

AMARITE, LTD—Creditors are required, on or before June 9, to send in their names and addresses, and the particulars of their debts or claims, to John Miles Chambers, 40, Leadenhall st, liquidator

BARDOCK, BLADE AND POOLLEY, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to Henry John Richardson, 56, Trilby rd, Forest Hill, liquidator

Creditors' Notices.

Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 28.

ADLER, MARCUS NATHAN, Craven hill, Baywater, Actuary June 1 Adler & Perowne, Copthall av

ALLEN, RICHARD CHAPMAN, Ware, Hertf rd June 30 Gaby & Son, Ware

ALRING, ALBIN CA-THIR, Belzize Park gdns, Hampstead June 24 Chandler, New ch, Lincoln's ln

ALSTROM, AUGUST, Manor Park, Essex, Tailor June 7 Taylor & Bryden, Billiter st

ARMSTRAD, JOHN BROWN, Church Gresley, Derby, Bricklayer May 27 Taylor, Burton on Trent

BROTH, LUKE, Greatborough, York, Licensed Victualler May 22 Twigg, Eotherham

BROTH, MARGARET ANN, St Bees, Cumberland May 13 Chapman & Baxter, Whitehaven

BROOKOM, ELIZABETH, Shipley, York May 15 Atkinson, Shipley

CARVALHO, JOSE DA SILVA, Lisbon, Portugal May 25 Hurston & Bennett, Bishopgate

CRAWLOR, the Rt Hon FREDERICK ARCHIBALD VAUGHAN, Earl, Prince's gdns June 7 Farrer & Co, Lincoln's inn fields

CLAYTON, ALFRED, Crickwood, Middx June 30 Pilley & Mitchell, Bedford row

COUCH, NATHANIEL, CREWS STEVENS, Fowey, Cornwall May 22 Adams & Adams, Clement's inn

DAVEY, ANNIE, Blackpool May 31 Risque & Robson, Manchester

DAVIES, JOSEPH, Liverpool, Coal Merchant June 13 Hockin & Co, Manchester

ELLIS, MARY, Woodford, Essex May 16 Peard & Co, Budge row

EVANS, LEVI, Alnager, Chester, Farmer March 31 Ellis, Burslem

FRIEND, LAURA MINA, Brighton June 10 Cooper, Chancery ln

GILBERT, ELIZA JANE, Doncaster May 31 Baddiley & Co, Doncaster

GRAHAM, WILLIAM, Tynemouth, Engineer June 17 Brown & Son, Newcastle upon Tyne

GREENOUGH, MARTHA, Bradford May 29 Ackroyd, Bradford

HAYNES, WILLIAM HOPKIN, Handsworth May 16 Saville, Birmingham

HIGHATT, FREDERICK, Gosport, Hants, Naval Outfitter May 24 Palmer, Gosport

HODGSON, ANN, Halifax May 27 Bailey, Halifax

JERKINS, JANE, Crewe Green, Montgomery June 3 Hughes, Shrewsbury

KEMPE, LYDIA JANE USTICKER, Havetree, Devon May 31 Friend & Tarbet, Exeter

KURTZ, JUDITH AUGUSTUS, Bromley, Kent, Merchant June 9 Riddle & Co, Aldermanbury

LATHAM, GEORGE FREDERICK, Manchester, Licensed Victualler May 31 Wharton & Wilde, Manchester

LEISHMAN, MAXWELL, Hatherleigh, Devon May 26 Mather & Son, Liverpool

LOWNSBOROUGH, AMELIA, Lower Bebbington, Chester June 12 Thomas, Cardiff

MAGGARVEY, JAMES, Ealing May 14 Kerly & Sons, Austin Friars

MCCARTHY, CHARLES ALEXANDER, Hackney, Pawnbroker June 6 Beckingsale & Co, Stoke Newington rd

MARCON, BEATRICE KATE, Ealing June 1 Lambert & Hale, Queen Victoria st

MAT, JULIA ALELAINE, Honolulu, Oahu, Hawaii June 20 Mint & Co, King William st

MEDLEY, SARAH CAROLINE, Romsey, Southampton May 26 Footner & Son, Romsey

MINTY, WILLIAM, Looch, Wilts, Farmer May 31 Wood & Awdry, Chippenham

MOGFORD, LOUISE FRANCES, Farnham July 7 Tyrrell & Co, Albany courtyard, Piccadilly

MORRISON, ROBERT, Newbury, Berks June 12 Fladgate & Co, Craig's ct, Charing Cross

MURRAY, CHARLES PHILLIPS, Altrincham June 15 Digges & Ogden, Manchester

MYERS, JACOB, Leeds May 31 Blackstock, Leeds

NEWMAN, EMMA JANE, Clifton, Bristol June 10 Benson & Co, Bristol

PINE, EDMUND, Hove M & W 20 Sayers & Wilkin, Hove

POOOCK, PHILIP, P-wsey, Wilts, Farmer May 27 Dixon & Mason, Pewsey

SAMMON, JOHN, Heavitree, Devon, Brick Manufacturer May 31 Orchard & Son, Exeter

SEDDLEY, WILLIAM HENRY, Westcliff on Sea June 1 Laytons, Rudge row

SKELTON, HESSIE BEACON, Nottingham May 31 Hopkin, Greyhound ln, Streatham

STEPHENS, THOMAS HENRY, Cardiff June 15 Cousins & Bedford, Cardiff

TALBOT, JANE BETTIE ANNA, Southampton June 2 Footner & Son, Romsey

TATCHELL, EMILY, Holland pk June 10 Wolfe & Co, Suffolk st, Pall Mall East

TAYLOR, BENJAMIN, Ashton under Lyne May 27 Hurst & Hewitt, Ashton under Lyne

THOMAS, ELIZABETH, Crewe Aug 1 Feltham, Crewe

Bankruptcy Notices.

London Gazette.—TUESDAY, April 23.

RECEIVING ORDERS.

ANGLO-LEVANTINE TRADING CO, Milton st, Merchants High Court Pet April 3 Ord April 24

ANKW, THOMAS, Sedburgh, Yorks, Grocer Kendal Pet April 10 Ord April 24

BALESTRA, ANDREA, Wigmore st, Photographer High Court Pet April 7 Ord April 24

BELL, DAVID, Sunderland, Advertisement Canvasser Sunderland Pet April 11 Ord April 24

BLACK, WILLIAM, Nottingham Nottingham Pet April 22 Ord April 22

BUTT, SIDNEY FRANK, Sutton Veny, Wilts, Postmaster Frome Pet April 26 Ord April 26

CHAMBER, JOHN, Atherington, Devon, Farmer Barnstaple Pet April 24 Ord April 24

COCKMAN, WILLIAM, Aberkennig, Glam, Collier Cardiff Pet April 25 Ord April 25

COLNECK, GEORGE, Brighton, Tailor Brighton Pet April 26 Ord April 26

CURLE, STEWART DAVID, Winstead, Essex, Dairyman High Court Pet Mar 27 Ord April 24

DAVIS, ALFRED THOMAS, Bristol, Painter Bristol Pet April 34 Ord April 24

DOLAN, GEORGE, Liverpool, Commission Agent Liverpool Pet April 5 Ord April 25

ELLIOT, GERALD DE GIBBS, Walsall, Solicitor Walsall Pet April 26 Ord April 25

ERRALL, JEROME, Oxford, Furniture Dealer Oxford Pet April 26 Ord April 26

FODEN, WILLIAM MAURICE, Draycott, Derby, Clerk Derby Pet April 24 Ord April 24

HANLEY, RICHARD EDWIN, Skewen, Glamorgan, Painter Neath Pet April 25 Ord April 25

HAWORTH, ANDREW, Hoddlesden, Darwen, Farmer Blackburn Pet April 25 Ord April 25

HYMAN, MORRIS, and JACOB HYMAN, Leeds, Tailors' Trimmings Merchant Leeds Pet April 24 Ord April 24

JONES, DAVID, Treodryth, Merthyr Tydfil, Coal Miner Merthyr Tydfil Pet April 25 Ord April 25

LAFRAIE, STUART and Co, Mining ln, Colonial Brokers High Court Pet Feb 15 Ord April 26

LAURIE, JAMES, Lea Bridge rd, Clapton High Court Pet April 25 Ord April 25

MYERS, ISAAC, Sutherland av, Maida Vale High Court Pet Nov 16 Ord April 12

ODDEN, JOE EDMUND, Halifax, Coal Dealer Halifax Pet April 26 Ord April 26

OPPERMAN, EMIL LAURENCE, Trevor sq, Knightsbridge High Court Pet Jan 23 Ord April 26

PEPPER & Co, J, Sydney, Esq, Bauche Greenwich Pet April 3 Ord April 25

PITMAN, SIDNEY JAMES, Chelmsford, Somerset, Farmer Bridgewater Pet April 24 Ord April 24

PRYTT, HARRY KENNETH, Ipswich Ipswich Pet April 24 Ord April 24

RICE, FREDERICK, Birmingham, Cabinet Maker Birmingham Pet Mar 30 Ord April 25

ROBERTS, JOHN FRANCIS, Yenton, Barchueh, Sa'op, Grocer Shrewsbury Pet April 26 Ord April 26

ROBERTS, JOHN HUGHES, Llanhydriall, Anglesey, Insurance Agent Bangor Pet April 25 Ord April 25

SANDLE, MARY ETHEL, Bardfield, Essex Chelmsford Pet April 24 Ord April 24

SERBY, RICHARD PICKERING, Lenton, Nottingham, Beer Finings Manufacturer Nottingham Pet April 12 Ord April 26

STONEMAN, GEORGE, Moreton Hampstead, Devon, Carpenter Exeter Pet April 24 Ord April 24

THOMAS, F. G. Lee, Kent, Licensed Victualler Croydon Pet Mar 15 Ord April 25

TIPPING, PATRICK, Bolton, Fruiterer Bolton Pet April 26 Ord April 26

TRUSCOTT, REGINALD JAMES, Swansea, Optician Swansea Pet April 26 Ord April 26

WALKER, H F MONTY, Southampton Southampton Pet April 7 Ord April 24

WALKER, JONAH, Walsall, Metal Patternmaker Walsall Pet April 26 Ord April 26

WARLOW, WILLIAM, Uznaston, Pembroke, Farmer Pembroke Dock Pet Mar 10 Ord April 24

WATTERSON, JOHN, Manchester, Shop Assistant Manchester Pet Mar 23 Ord April 24

WILLIAMS, EMMA, Wornley, Chiddingfold, Surrey Guildford Pet Mar 25 Ord April 25

FIRST MEETINGS.

THE ANGLO-LEVANTINE TRADING CO, Milton st, Merchants May 8 at 2 30 Bankruptcy bldg, Carey st

THORNTON, CHARLOTTE CARHILL, Woodhall Spa, Lincoln May 27 Trotter, Lincoln

TOSCANI, TITO HECTOR GRAHAM, Sackville st, Piccadilly May 31 Cohen & Dunn, Ely pl

TREWICK, MART, West Hartlepool May 30 Bell, West Hartlepool

WALSH, JOHN GORDEN, Oxford, Solicitor June 1 Franklin, Oxford

WASHBURN, JAMES DANIEL, Shanklin, I of W May 26 Carter & Swallow, Carey at

WASS, JOSEPH FARRON, Goodmayes, Essex, Printer May 31 Bonstrid & Son, London wall

WATSON, ROBERT, Ninfeld, Sussex June 10 Drake & Lee, Lewes

WAT, ALFRED, Newton Abbot, Devon May 26 Foster & Somerville, Torquay

WELLS, JOHN, Edmonton May 29 Plesse & Sons, Old Jewry chambers

WHITEHEAD, SAMUEL, New Mills, Derby, Paper Merchant May 20 Woolfenden, De-son

WILDE, HENRY JOHN, Englefield Green, Surrey, Theatrical Manager May 31 Wharton & Wilde, Manchester

WILLIAMS, CAROLINE ANNE, Tremlett gr, Upper Holloway May 27 Rundle & Hobrow, Basinghall st

WYLD, AUGUSTUS BLANDY, Collingham pl May 26 Dimond & Son, Welbeck at

London Gazette.—TUESDAY, May 2.

BARRACLOUGH, THOMAS HENRY, Barton on Humber, Sloop Owner May 24 Frank'sh & Co, Hull

BINKS, GEORGE, Edgbaston, Birmingham June 14 Harper, Birmingham

BLACKMORE, WILLIAM HURLEY, Plymouth May 27 Shelly & Johns, Plymouth

BRAIN, JOHN THOMAS, Easton Gloucester May 31 Waterbottom & Sons, Stroud

BROWNING, FREDERICK SYDNEY, Akuse, Gold Coast, West Africa June 30 Hewitt & Sons, London

BROWN, DOMINGO, ADAM CICELEY GEORGINA, White Waltham, nr Maidenhead June 1 Witham & Co, Gray's Inn sq

CAPRELL, GREGORY GEORGE, Old Colwyn, Wales, Lithographic Printer June 30 Tallent-Edenham & Co, Manchester

CLARKE, ELLEN, Paignton, Devon June 1 Collins & Co, Edgware rd

COATES, RICHARD WILLIS, Blackburn May 31 Wright & Wright, Keighley

COBB, PERCY RHODES, Craven Hill gdns, Hydraulic Engineer June 14 Janson & Co, Collier's hill

COLLINS, the Rt Rev WILLIAM EDWARD, Bishop of Gibraltar, Fellowes rd, Hampstead May 31 Lehard & Pidditch, Alderman's House, Bishopsgate

COOPER, ANN, Cardiff June 6 Merrills & Ede, Cardiff

COPE, ELIZABETH, Acrelon, Mon June 3 Le Brasseur & Co, Newport, Mon

CRERKE, WILLIAM, Teddington, Worcester, Farmer May 23 Brown, Tewkesbury

EVERSHED, SARAH, Horsham, Sussex May 27 Medwin & Co, Horsham

EYNTON, MARIA THERESA, Faringdon, Berks June 1 Witham & Co, Gray's Inn sq

GOAD, CHARLES EDWARD, New Broad st June 2 Baker & Nairne, Crosby sq

GRANTHAM, LUCY, Buckingham Palace rd May 31 Cartwright & Cunningham, Fater-noster row

HARWOOD, HENRY GEORGE, Highbury quadrat, Islington May 31 Boulton & Co, Northampton sq

HOLDEN, MART JANE, Ecclehill, nr Darwen, Lancs May 13 Sutcliffe, Darwen

HOLLAND, THEOPHILUS EDWARD, Prestbury, Gloucester May 25 Bubb & Co, Cheltenham

INGALL, ALFRED VICTOR, Erdington, Warwick, Architect June 10 Locker, Birmingham

JONES, RICHARD, Christchurch, Mon May 31 Lewis, Newport, Mon

JUDE, GEORGE, Newcastle upon Tyne, Forge Manager June 10 Brown & Son, Newcastle upon Tyne

KEHOE, PAUL, Liverpool, Mariner May 31 Weightman & Co, Liverpool

MOON, COL SIF FRANCIS SIDNEY GRAHAM, Fetcham, Surrey May 15 Pickering & Neilson, Stone bridge

MUFFETT, FREDERICK, Tunbridge Wells, Licensed Victualler May 18 Buss, Tunbridge Wells

NICE, AMBROSE, Evering rd, Upper Clapton, Wholesale Butcher June 1 Gardner & Hovenden, Finsbury circus

REEVE, BENJETTIA, Fombridge pl, Kensington May 31 Collins & Collins, King William st

ROBSON, JOHN, North Shields, Timber Merchant June 10 E & R F Kidd, North Shields

SCHULE, GEORGE, Liversedge, York, Pork Butcher May 31 Walker, Dewsbury

SHORROCK, JOSEPH, Manchester June 15 Farrar & Co, Manchester

SMITH, MARGARET HARRIET ANN, Brook gr, Hammersmith June 6 Kennedy & Co, Clements inn, Strand

SPACK, ELLIOT, Fater-noster row May 31 Cartwright & Cunningham, Fater-noster row

TEAL, WILLIAM, Lightcliffe, Halifax, Worsted spinner's Manager June 3 Farrar, Halifax

THORPE, THOMAS, New Basford, Nottingham, Machine Builder June 10 Martin & Sons, Nottingham

BALESTRA, ANDREA, Wigmore st, Photographer May 8 at 12 Bankruptcy bldg, Carey st

BILTON, CHRISTOPHER, Ormskirk, Smallware Dealer May 9 at 11 Off Rec, 33, Victoria st, Liverpool

CARTER, WILLIAM HENRY, Portsea, Hants, Storekeeper May 8 at 3 Off Rec

CURLE, STEWART DAVID, Winstead, Essex, Dairyman May 8 at 1 Bankruptcy bldg, Carey st

ELLIOT, GERALD DE GIBBS, Walsall, Solicitor May 9 at 11 Off Rec, 33, Victoria st, Liverpool

EVANS, WILLIAM, Blackpool, Festiniog, Merioneth, Quarryman May 8 at 12 Crypt chmbrs, Eastgate row, Chester

FODEN, WILLIAM MAURICE, Draycott, Derby, Clerk May 6 at 11 Off Rec, 33, Victoria st, Liverpool

FRANKLIN, HARRY, Luton, Bedford, Rubber Worker May 6 at 11 Off Rec, The Parade, Northampton

HAWORTH, ANDREW, Darwen, Lancs, Farmer May 8 at 11 Off Rec, 13, Wincley st, Preston

HYMAN, MORRIS, and JACOB HYMAN, Leeds, Tailors' Trimmings Merchants May 8 at 11 Off Rec, 24, Bond st, Leeds

JONES, THOMAS HARRIS, Neath, Glam, Monumental Sculptor May 6 at 11 Off Rec, Government bldg, St Mary's st, Swansea

LAFRAIE, STUART and Co, Mining ln, Colonial Brokers May 9 at 12 Bankruptcy bldg, Carey st

LARK, EDWARD CARDELL, Great Yarmouth, General Cooper May 8 at 12 Off Rec, 8, King st, Norwich

LAURIE, JAMES, Lea Bridge rd, Clapton May 9 at 11 Bankruptcy bldg, Carey st

LEAVER, HENRY ARTHUR, 88 Mary Axe, Consulting Engineer, May 8 at 11 Bankruptcy bldg, Carey st

LOWS, THOMAS, New Ferry, Chester, Boot Dealer May 8 at 12 Off Rec, 33, Victoria st, Liverpool

ODDEN, JOE EDMUND, Halifax, Coal Dealer May 6 at 10 45 County Court, Prescott st, Halifax

OPPERMAN, EMIL LAURENCE, Trevor sq, Knightsbridge May 9 at 1 Bankruptcy bldg, Carey st

PANSONS, FRANCIS JOHN, Dalwood, nr Axminster, Haulier May 9 at 19 Off Rec, 9, Bedford circus, Exeter

PECK, JAMES WILLIAM, Lowestoft, Fancy Dealer May 6 at 12 30 Off Rec, 8, King st, Norwich

PEPPER, J, and Co, Sydenham, Kent, Butchers May 8 at 11 30 182, York rd, Westminster Bridge rd

PRYTT, HARRY KENNETH, Ipswich May 17 at 2 Off Rec, 36, Princes st, Ipswich

r. Lincoln
Dunn, Ely pl

low, Carey at
Son, London

quay

Woolfenden,

Wharton

Rundle &

at

Frank's

ath

ons, Stroud

Hewitt &

ed June 1

30 Tallent-

son & Co,

Hampstead

bury

nn sq

am, Fater-

son & Co,

Chelten-

irmingham

Newcastle

g & Neil-

unbridge

ardner &

William

Shields

dy & Co,

oster row

Farrar,

n & Sons,

May 8 at

rekeeper

an May

9 11.30

Quarry-

chester

May 6

rbury

er May

8 at 11

' Trim-

ond et,

al Sculp-

Mary's

Brokers

General

at 11

ulting

y at

May 8

at 10.45

unbridge

Haulier

May 6

y 8 at

Rec,

May 6, 1911.

THE SOLICITORS' JOURNAL & WEEKLY REPORTER.

[Vol 55.] 489

RICE, FREDERICK, Aston, Birmingham, Cabinet Maker
May 8 at 11.30 Ruskin chimbrs, Corporation st, Bir-
mingham
ROBERTS, JOHN FRANCIS, Yeaton, Baschurch, Salop, Grocer
May 6 at 1 Off Rec, 22, Swan hill, Shrewsbury
STONEMAN, GEORGE, Moretonhamstead, Devon, Carpenter
May 9 at 12.30 Off Rec, 9, Bedford circus, Exeter
TIPPING, PATRICK, Bolton, Fruiterer May 6 at 11 Off Rec,
19, Exchange st, Bolton
THOMAS, F. G. Lee, Kent, Licensed Victualler May 10 at
11.30 132, York rd, Westminster Bridge rd
WALKER, H. F. MOSTY, Southampton May 9 at 2 Off Rec,
Midland Bank chimbrs, High st, Southampton
WARLOW, WILLIAM, Uxington, Pembroke, Farmer May 6
at 12.30 Off Rec, 4, Queen st, Carmarthen
WILLIAMS, EMMA, Wormley, Chiddingfold, Surrey May 8
at 12 132, York rd, Westminster Bridge rd
WILLIAMS, JOHN, Ven'hor, Isle of Wight, Ironmonger May
9 at 3.15 The Bugle Hotel, Newport, Isle of Wight
WYNN, EDWIN, Fallowfield, Manchester, Boot Repairer
May 6 at 11 Off Rec, Byron st, Manchester

ADJUDICATIONS.

BELL, DAVID, Sunderland, Advertisement Canvasser
Sunderland Pet April 11 Ord April 23
BLACK, WILLIAM, Nottingham Nottingham Pet April 22
Ord April 22
BUEGERS, THOMAS, Aylesbury, Bucks, Boot Retailer Ayles-
bury Pet April 13 Ord April 24
BUTT, SIDNEY PEARCE, Sutton Veny, Wilts, Postmaster
Frome Pet April 26 Ord April 26
CHAMBERS, JOHN, Atherington, Devon, Farmer Barnstaple
Pet April 24 Ord April 24
COCKHAM, WILLIAM, Aberkenfig, Glam, Collier Cardiff
Pet April 25 Ord April 25
COLBECK, GEORGE, Brighton, Tailor Brighton Pet April
26 Ord April 26
CRAWFORD, WALTER WILLIAM, Henrietta st, Covent Garden
High Court Pet Dec 12 Ord April 26
CUSHINGTON, JOHN WILLIAM, Moulton, nr Holbeach,
Nurseryman Peterborough Pet Dec 6 Ord April 26
CUBLE, STEWART DAVID, Wandstead, Essex, Dairyman
High Court Pet Mar 27 Ord April 25
DAVIS, ALFRED THOMAS, Bristol, Painter Bristol Pet
April 24 Ord April 24
ELLIOT, GERALD DE DIBON, Walsall, Solicitor Walsall
Pet April 25 Ord April 26
FODER, WILLIAM MAURICE, Draycot, Derby, Clerk Derby
Pet April 24 Ord April 24
GUILLET, CAROLINE KILKS, Shrewsbury, Hotel Proprietress
Shrewsbury Pet April 19 Ord April 24
HAMCOCK, JONAS, Hucclecote, Glos, Farmer Gloucester
Pet Mar 31 Ord April 26
HANNET, RICHARD EDWIN, Skewen, Glam, Painter Neath
Pet April 25 Ord April 25
HARVEY, WILLIAM, Fetherton rd, Highbury, Financial
Agent High Court Pet June 1 Ord April 22
HAYFORTH, ANDREW, Hoddlesden, Darwen, Farmer Black-
burn Pet April 25 Ord April 25
HYMAN, MORRIS, and JACOB HYMAN, Leeds, Tailors',
Trimmings Merchants Leeds Pet April 24 Ord
April 24
JONES, DAVID, Troedyrhiw, Merthyr Tydfil, Coal Miner
Merthyr Tydfil Pet April 25 Ord April 25
JONES, THOMAS HARRIS, Neath, Monumental Sculptor
Neath Pet April 10 Ord April 24
LAURIE, JAMES, Lea Bridge rd, Clapton High Court Pet
April 25 Ord April 25
LOWS, THOMAS, New Ferry, Chester, Boot Dealer Birken-
head Pet April 19 Ord April 24
OUDEN, JOE EDWARD, Halifax, Coal Dealer Halifax Pet
April 26 Ord April 26
PARSONS, FRANCIS JOSE, Dalwood, nr Axminster, Haulier
Exeter Pet Mar 31 Ord April 25
PELICKOR, FRANZ JULIUS ALBERT, New Oxford st, Tobacco
Pipe Manufacturer High Court Pet Mar 10 Ord
April 26
PITMAN, SIDNEY JAMES, Chedzoy, Somerset, Farmer Bridg-
water Pet April 24 Ord April 24
PURYTT, HARRY HENRY, Ipswich Ipswich Pet April 24
Ord April 24
ROBERTS, JOHN HUGHES, Llanrhuddlad, Anglessea, Insur-
ance Agent Bangor Pet April 25 Ord April 25
SANDLA, MARY ETHEL, Great Bardfield, Essex, Baker
Chelmsford Pet April 24 Ord April 24
STODDART, PEARSON HALL, Chester le Street, Durham,
Printer Durham Pet April 8 Ord April 24
STONEMAN, GEORGE, Moretonhamstead, Devon, Carpenter
Exeter Pet April 24 Ord April 24

TIPPING, PATRICK, Bolton, Fruiterer Bolton Pet April
25 Ord April 25
TRECOTT, ROBERT JAMES, Swanses, Optician Swanses
Pet April 26 Ord April 26
WALKER, JONAS, Walsall, Metal Patternmaker Walsall
Pet April 26 Ord April 26
WATTERSON, JOHN, Gorton, Manchester, Shop Assistant
Manchester Pet Mar 23 Ord April 25

ADJUDICATIONS ANNULLED.

YOCDA, ROBERT, Hyde, Chester, Financial Agent Ashton
under Lyne Adj'd Oct 1891 Annual April 23, 1911
WOODHEAD, WILLIAM, Handsworth, Stafford, Commercial
Traveler Birmingham Adj'd Aug 23, 1894 Annual
April 23, 1911

London Gazette.—Tuesday, May 2.

RECEIVING ORDERS.

ALLINGTON, FRANK, Birmingham, Grocer Birmingham
Pet April 27 Ord April 27
BARRELL, WILLIAM HENRY, Holworthy, Devon, Provision
Dealer Barnstaple Pet April 29 Ord April 29
BOOKER, JOHN WILLIAM, Worksop, Hairdresser Sheffield
Pet April 27 Ord April 27
BRITTON, JOHN, Little Billing, nr Northampton, Farmer
Northampton Pet April 25 Ord April 29
CAIR, EDWARD, Whooop Hall Hotel, nr Kirby Lonsdale,
Lancaster, Innkeeper Kendal Pet April 27 Ord
April 27
CARTWRIGHT, SAMUEL BENJAMIN, Wordsley, Stafford,
Commercial Clerk Dudley Pet April 27 Ord
April 27
CRUSSELL, DAVID, Romford, Essex, Hay Dealer Chelms-
ford Pet April 23 Ord April 23
DAMPER, ARTHUR CARTER, Fordcombe, Kent, Farmer
Tunbridge Wells Pet April 13 Ord April 27
DUNE, CARLTON GRANVILLE, Finbury Pavement House,
Financier High Court Pet Mar 31 Ord April 28
GALLOWAY, E. A., Drive mans, Fulham rd High Court
Pet Mar 31 Ord April 28
GINN, HENRY WILLIAM, S.aines, Middlesex Kingsou,
Surrey Pet Mar 17 Ord April 27
GOLDBERG, BERTRAM EDWARD, Oxford st, Mantle Manu-
facturer High Court Pet April 7 Ord April 28
GORDON, JACOB, Leeds, Wholesale Grocer Leeds Pet
Mar 1 Ord April 27
GREEN, SIDNEY SLEATH, Leighton Buzzard Luton Pet
Mar 21 Ord April 28
HALL, HUGH FRANCIS, Betherden, Ashford, Kent,
Nurseryman Canterbury Pet April 12 Ord April 29
HANDLEY, WILLIAM, Frod ham, Farmer Warrington
Pet April 13 Ord April 28
HARRISON, JOHN WILLIAM, East Rodham, Norfolk,
Journeyman Builder King's Lynn Pet April 27 Ord
April 27
ILLINGWORTH, WILLIAM HENRY, Halifax, Electrical
Engineer Halifax Pet April 27 Ord April 27
JOHNSON, J. Brentford Market, Kew Bridge, Fruit Sale-
man Brentford Pet Mar 29 Ord April 26
KIRBY, ROBERT DORRIEN, Shirlock rd, Hampstead High
Court Pet Mar 25 Ord April 26
LEWIS, JAMES HARRIS, Dunloy, Glos, Wheelwright
Gloucester Pet April 27 Ord April 27
MONK, ARTHUR WILLIAM, Birmingham, Meat Salesman
Birmingham Pet April 22 Ord April 28
PARCHTNER, EDWARD LUDWIG, Australian av, Merchant
High Court Pet April 28 Ord April 28
PETERS, GEORGE, Peatre Broughton, nr Wrexham, Green-
grocer Wrexham Pet April 17 Ord April 27
PRATT, JOHN ACTON, Bulth Wells, Brecknock, Watch-
maker Newtown Pet April 25 Ord April 28
RAY, CLARENCE EDWIN, Rob'nsbridge, Sussex, Farmer
Hastings Pet April 29 Ord April 29
READ, GEORGE NAPIER, Sunderland, Ironmonger Sunder-
land Pet April 8 Ord April 28
ROBERTSON, JAMES, Walthamstow, Essex, Book Keeper
High Court Pet April 27 Ord April 27
SAALER, ADOLPH, St George's rd, West Hampstead, Wine
Merchant High Court Pet April 6 Ord April 27
SHARPE, GEORGE FREDERICK, Chester, Wine Merchant
Chester Pet April 25 Ord April 28
SMART, FRED, Grendon, Northampton, Boot Manufacturer
Northampton Pet April 29 Ord April 29
SMITH, JOSEPH WILLIAM, Northampton, Builder North-
ampton Pet April 29 Ord April 29
SNEYD, WILLIAM, Wolverhampton, Builder Wolver-
hampton Pet April 27 Ord April 27
STOTT, CHRISTOPHER, Streethouse, nr Pontefract, Onsetter
Wakeside Pet April 27 Ord April 27

SWAINE, THOMAS PAGE, Broadstairs, Kent, Photographer
Canterbury Pet April 29 Ord April 29
WARNE, SIDNEY HERBERT, Vardens rd, Battersea Wanda-
sworth Pet Mar 9 Ord April 27
WENTHEIMER, MAURICE, Canfield gdns, Hampstead, Com-
mercial Traveller High Court Pet Jan 20 Ord April
27
WHITFIELD, HENRY CHARLES, and HENRY ALFRED
HOLLANDY, Chichester, Sussex, Hosiery Portsmouth
Pet April 26 Ord April 26
WRIGHT, JOHN ALERICK, St Leonards on Sea, Painter
Hastings Pet April 25 Ord April 28
Amended notice substituted for that published in the
London Gazette of April 28 :
EVRALL, JOSEPH, Oak rd, Furniture Dealer Oxford Pet
April 26 Ord April 26

FIRST MEETINGS.

ALLINGTON, FRANK, Birmingham, Grocer May 10 at 12
Ruskin chimbrs, 191, Corporation st, Birmingham
BLACK, WILLIAM, Old Bedford, Nottingham May 11 at
12 Off Rec, 4, Cast'e pl, Park st, Nottingham
BUTT, SIDNEY PEARCE, Sutton Veny, Wilts, Postmaster
May 10 at 12 Off Rec, 26, Baldwin st, Bristol
CHAMPION, JOHN, A'herington, Devon, Farmer May 10
at 4 1/4, High st, Barnstaple
COLBECK, GEORGE, Brighton, Tailor May 10 at 11 Off
Rec, 12A, Marlborough pl, Brighton
CUSHINGTON, JOHN WILLIAM, Moulton, nr Holbeach,
Nurseryman May 12 at 11.45 Law Courts, Peter-
borough
DAMPER, ARTHUR CARTER, Fordcombe, Kent, Farmer
May 10 at 12 Off Rec, 12A, Marlborough pl, Frighton
DAVIS, ALFRED THOMAS, Bristol, Painter May 10 at 11.30
Off Rec, 25, Baldwin st, Bristol
DUCKETT, WILLIAM HENRY, Thrale, Berks, Coal Merchant
May 25 at 12 The Queen's Hotel, Reading
DUNE, CARLTON GRANVILLE, Finbury Pavement House,
Financier May 12 at 11 Bankruptcy bldgs, Carey at
GALLOWAY, E. A., Drive mans, Fulham rd, May 10 at 11
Bankruptcy bldgs, Carey at
GINN, HENRY WILLIAM, S.aines, Middlesex May 10 at 12
132, York rd, Westminster Bridge rd
GOLDBERG, BERTRAM EDWARD, Oxford st, Mantle Manu-
facturer May 10 at 11 Bankruptcy bldgs, Carey at
GORDON, JACOB, Leeds, Wholesale Grocer May 16 at 8
Off Rec, 24, Bond st, Leeds
HINK, ELIZABETH, and CLARENCE HINE, Modbury, Devon,
Boot Makers May 11 at 3.30 7, Buckland ter, Plym-
mouth
HOWARD, CHARLES, Abergavenny, Mon, Cycle Dealer
May 10 at 11 Off Rec, 144, Commercial st, Newport,
Mon
ILLINGWORTH, WILLIAM HENRY, Halifax Electrical
Engineer May 10 at 10.45 County Court, Prescott st,
Halifax
JONES, DAVID, Troedyrhiw, Merthyr Tydfil, Coal Miner
May 10 at 12 Off Rec, County Court Office, Town Hall,
Merthyr Tydfil
KIRBY, ROBERT DORRIEN, Shirlock rd, Hampstead May
10 at 12 Bankruptcy bldgs Carey, st
MONK, ARTHUR WILLIAM, Birmingham, Meat Salesman
May 10 at 11.30 Ruskin chimbrs, 191, Corporation st,
Birmingham
OLIVER, WILLIAM, Fairfield, nr Buxton, Greengrocer May
10 at 11.30 Off Rec, 6, Vernon st, Stockport
PARCHTNER, EDWARD LUDWIG, Australian av, Merchant
May 10 at 12 Bankruptcy bldgs, Carey at
FITMAN, SIDNEY JAMES, Chedzoy, Somerset, Farmer May
10 at 11.45 Off Rec, 29, Baldwin st, Bristol
PORTER, WILLIAM, Withington, Hereford May 10 at
12.30 5, Off st, Hereford
ROBERTSON, JAMES, Walthamstow, Essex, Bookkeeper
May 11 at 12 Bankruptcy bldgs, Carey at
SAALER, ADOLPH, St George's rd, West Hampstead, Wine
Merchant May 10 at 1 Bankruptcy bldgs, Carey at
SNEED, GEORGE, Dunsford, nr Exeter, Licensed Vic-
tualier May 12 at 3.45 Off Rec, 9, Bedford circus,
Exeter
SNEYD, WILLIAM, Wolverhampton, Builder May 11 at
12 Off Rec, Wolverhampton
STANLEY, WILLIAM, Calstock, Cornwall, Licensed Victualler
May 11 at 12 11, St Aubyn st, Devonport
STODDART, PEARSON HALL, Chester le Street, Durham,
Printer May 10 at 2 Off Rec, 3, Manor pl, Sunder-
land
STOTT, CHRISTOPHER, Streethouse, nr Pontefract, On
setter at Snyderdale Colliery May 10 at 11 Off Rec, 6,
Bond ter, Wakefield

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

STONE, JOSEPH HENRY, Whitchurch, Glam, Baker May 10 at 12 117, St Mary St, Cardiff
 WALKER, JONAH, Walsall, Journeyman Metal Pattern-maker May 10 at 12 Off Rec, Wolverhampton
 WADSE, SIDNEY HERBERT, Vardens rd, Battersea May 11 at 11.30 132, York rd, Westminster Bridge rd
 WATTERSON, JOHN, Manchester, Shop Assistant May 10 at 3 Off Rec, Byrom St, Manchester
 WERTHEIMER, MAURICE, Canfield gds, Hempstead, Commercial Traveller May 11 at 11 Bankruptcy bldg, Carey St
 WHEELER, GEORGE, Chesham, Bucks, Boot Dealer's Manager May 10 at 12 1, St Aldates, Oxford
 WRIGHT, JOHN ALFRED, 81 Leonards on Sea, Painter May 10 at 11.30 Off Rec, 12A, Mriborough pl, Brighton

ADJUDICATIONS.

ALLSOPP, ELIJAH, Workshop, Architect Sheffield Pet Mar 21 Ord April 23
 BALESTRA, ANDEKA HENRY, Wigmore St, Photographer High Court Pet April 7 Ord April 27
 BARKELL, WILLIAM HENRY, Holworthy, Devon, Provision Dealer Barnstaple Pet April 19 Ord April 29
 BOOKER, JOHN WILLIAM, Workshop, Haldressea Sheffield Pet April 27 Ord April 27
 BRITNEY, JOHN, Little Billing, nr Northampton, Farmer Northampton Pet April 25 Ord April 29
 CARTWRIGHT, SAMUEL BENJAMIN, Wordley, Stafford, Commercial Clerk Dudley Pet April 27 Ord April 27
 CHAMBERS, ROBERT BENJAMIN ALCOCK, Oxford St, Architect High Court Pet Mar 22 Ord April 27
 COCKR, WILLIAM JOHN, and EDWARD BAKER, Elgin av, Maida Vale, Cinematograph Exhibitors Truro Pet April 3 Ord April 27
 CRUSSELL, DAVID, Romford, Essex, Hay Dealer Chelmsford Pet April 23 Ord April 23
 DOLAN, THOMAS GEORGE, Liverpool, Commission Agent Liverpool Pet April 5 Ord April 28
 DUCKETT, WILLIAM HENRY, Theale, Berks, Coal Merchant Reading Pet April 1 Ord April 26
 GOODMAN, WILLIAM, Shrewsbury, Licensed Victualler Shrewsbury Pet April 11 Ord April 23
 HEWITT, G. TRAFFORD, Broad Street pl, Company Promoter High Court Pet Nov 30 Ord April 23
 ILLINGWORTH, WILLIAM HENRY, Halifax, Electrical Engineer Halifax Pet April 27 Ord April 27
 MONK, ARTHUR WILLIAM, Birmingham, Meat Salesman Birmingham Pet April 22 Ord April 28
 PARCHNER, EDWARD LEWIS, Australian av, Merchant High Court Pet April 23 Ord April 23
 PEPPER, WILLIAM, Sydneyham, Kent, Butcher Greenwich Pet April 3 Ord April 28
 PETERS, GEORGE, Pentre Broughton, nr Wrexham, Green-grocer Wrexham Pet April 27 Ord April 27
 RICE, FREDERICK, Aston, Birmingham, Cabinet Maker Birmingham Pet Mar 30 Ord April 28
 ROBERTS, JOHN FRANCIS, Yeaton, Bawchurch, Salop, Grocer Shrewsbury Pet April 26 Ord April 28
 ROBERTSON, JAMES, Walthamstow, Essex, Bookkeeper High Court Pet April 27 Ord April 27
 SHARPE, GEORGE FREDERICK, Chester, Wine Merchant Chester Pet April 23 Ord April 28
 SMITH, JOSEPH WILLIAM, Northampton, Builder Northampton Pet April 29 Ord April 29
 SMART, FRED, Grendon, Northampton, Boot Manufacturer Northampton Pet April 29 Ord April 29
 SNEYD, WILLIAM, Wolverhampton, Builder Wolverhampton Pet April 27 Ord April 27
 STOTT, CHRISTOPHER, Street House, nr Pontefract, Onsetter at Syddale Colliery Wakefield Pet April 27 Ord April 27
 SWAINE, THOMAS PAGE, Broadstairs, Kent, Photographer Canterbury Pet April 29 Ord April 29
 WARLOW, WILLIAM, Usmanston, Pembroke, Farmer Pembroke Dock Pet Mar 10 Ord April 27
 WATSON, HAROLD BURGESS, Mount St High Court Pet Dec 8 Ord April 27
 WILLIAMS, EMMA, Wormley, Chiddingfold, Surrey Guildford Pet Mar 28 Ord April 29
 WRIGHT, JOHN ALFRED, 81 Leonards on Sea, Painter Hastings Pet April 28 Ord April 28
 CARR, EDWARD, Whooch Hall Hotel, nr Kirkby Lonsdale, Lancs, Innkeeper Kendal Pet April 27 Ord April 27
 HARRISON, JOHN THOMAS, East Radham, N. folk, Journeyman Builder King's Lynn Pet April 27 Ord April 27
 GORDON, JACOB, Leeds, Wholesale Grocer Leeds Pet March 1 Ord April 29

Tel. 8721 GERRARD.

ESTABLISHED 1892.

FOREIGN WORK.

ACCOUNTS COLLECTED, DISPUTES ADJUSTED, AND LEGAL INSTRUMENTS SERVED IN ANY PART OF THE COMMERCIAL WORLD.

WYS MULLER & CO.,
10, SAVILE ROW W.,

And at COLEMAN ST., E.C.; PARIS, BERLIN, BRUSSELS, AMSTERDAM, ZURICH, NEW YORK, &c., &c.

FOREIGN LEGAL WORK

DR. WILLIAM NEUTS, LL.D.,
Solicitor, OSTEND.

Legal Adviser to H.B.M. Consulate, Agent for Lloyds and the Principal Boards of Marine Underwriters.

All legal business in Belgium, France, and Holland personally attended to.
Address—24, RUE ROYALE.
Telegrams—"NEUTS, OSTEND."

LONDON GUARANTEE AND ACCIDENT COMPANY (LIMITED).

The Company's Bonds are Accepted by the High Court as SECURITY for RECEIVERS, LIQUIDATORS and ADMINISTRATORS, for COSTS in Actions where security is ordered to be given, by the Board of Trade for OFFICIALS under the Bankruptcy Acts, and by the Scotch Courts, &c., &c.

Claims Paid Exceed - £2,375,000.

Workmen's Compensation and Third Party including Drivers' Risks,

Fire,
Burglary, Lift, Plate Glass and Motor Car Insurance.

HEAD OFFICE:—42-45, New Broad Street, E.C.
West End Office: No. 61, St. James's Street, S.W.

EQUITABLE REVERSIONARY

INTEREST SOCIETY, Limited

10, LANCASTER PLACE, STRAND, W.C.

ESTABLISHED 1885. CAPITAL, £500,000.
Reversions and Life Interests in Landed or Funded Property or other Securities and Annuities PURCHASED or LOANS granted thereon.
Interest on Loans may be Capitalised.

C. H. CLAYTON, Joint
F. H. CLAYTON, Secretaries.

THE REVERSIONARY INTEREST SOCIETY, LIMITED

(ESTABLISHED 1823).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests and Life Policies, and Advance Money upon these Securities.

Paid-up Share and Debenture Capital, £637,525.
The Society has moved from 17, King's Arms-yard to 10, COLEMAN STREET, E.C.

ORIENT CRUISE

FOR

Whitsuntide,

To Spain, Morocco, Gibraltar,
The Atlantic Islands & Portugal,
by ss. "OTRANTO,"

12,124 tons.

From London, 27th May to 16th June.

Cabins de Luxe, Single berth rooms.

Wireless Telegraphy.

20 Days for 18 Guineas
and upwards.

Managers—F. GREEN & Co., and ANDERSON, ANDERSON & Co. For passage apply to the latter firm, at 5, Fenchurch Avenue, E.C., or 28, Cockspur Street, S.W.

Telephone: 602 Holborn.

EDE, SON AND RAVENSCROFT

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

ROBE
MAKERS.



COURT
TAILORS.

To H.M. THE KING & H.M. THE QUEEN.

SOLICITORS' GOWNS

LEVÉE SUITS IN CLOTH & VELVET.

Wigs for Registrars, Town Clerks, & Coroners.
CORPORATION & UNIVERSITY GOWNS.

93 & 94, CHANCERY LANE, LONDON.

ALEXANDER & SHEPHEARD, PRINTERS, LIMITED.

LAW and PARLIAMENTARY.
FETTER LANE, LONDON, E.C.

BY ORDER OF MORTGAGEES.

To Property Companies, Investors, and Speculators.

A UNIQUE ESTATE, Four or Nine Lots.

Close to South Kensington Station, in the centre of a high-class residential district, comprising
FOURTEEN HOUSES,

of moderate size, with ground-floor offices, many having billiard rooms, quaint in design, and generally of a character hitherto unknown in the West End of London, forming an

ENTIRE PRIVATE SQUARE,

known as Queen's Elm-square, S.W., with private roadway, guarded by handsome gates, and large green in centre, affording

ABSOLUTE PRIVACY, QUIETUDE, and SECLUSION.

The houses having only recently been completed, two only are let, but the property is estimated to produce a rent-roll of

ABOUT £2,000 PER ANN.

Leases, nearly 90 years unexpired, at moderate ground-rents. This property offers an exceptional opportunity of securing a

HIGH-CLASS AND IMPROVING INVESTMENT in one of the most highly favoured districts in the West-end.

HAMPTON & SONS will SELL the above by AUCTION, at the MART, E.C., on MAY 29 (unless previously disposed of).

Solicitors, Messrs. Preston & Foster, Craig's-court House, Charing Cross, S.W.
Details of the Auctioneers, 2 and 3, Cockspur-street, S.W.

At a sacrificial Reserve,

CLAPHAM COMMON, S.W.

Healthiest and most bracing spot in South London.
SOUND LONG LEASEHOLD INVESTMENT in an imposing block of residential flats.

£1,000 PER ANN. RENT ROLL.

Sixteen conveniently arranged self-contained Suites, known as

GROVE MANSIONS, CLAPHAM COMMON, each containing two reception, two or three bed rooms, bath, and ample offices, and enjoying an exceedingly choice position overlooking the beautiful Common. Large private gardens and balconies. Held under Two leases for terms of 99 years from 29th September, 1894, at moderate ground-rents, thus having unexpired terms of over 90 years. The property is in excellent condition and affords a

SAFE AND IMPROVING INVESTMENT.

HAMPTON & SONS will SELL the above by AUCTION at the MART, E.C., on MAY 29 (unless previously disposed of).

Solicitors, Messrs. G. S. & H. Brandon, 15, Essex-street, Strand, W.C.
Details of the Auctioneers, 2 and 3, Cockspur-street, S.W.

Messrs. HARRODS, Ltd.,

AUCTIONEERS, VALUERS, HOUSE
— AND ESTATE AGENTS. —

SALES by AUCTION of Landed Estates, Town and Country Residences, Houses and Shop Property, Furniture, Reversionary Interests, Life and other Policies, Stocks and Shares, are held periodically at the MART, E.C., and in the Provinces.

ESTATES MANAGED AND RENTS COLLECTED,
SPECIALISTS IN ANTIQUE AND DECORATIVE
FURNITURE, CHINA, AND OBJETS D'ART.

Offices: BROMPTON ROAD, LONDON, S.W.

Telegrams: "Everything, London Estate." Telephone Kensington 3300 (60 lines).

Messrs. HARRODS' enormous clientele among the moneyed classes of all countries often enables them to deal successfully with every class of property when other resources have failed.

KNIGHT, FRANK & RUTLEY'S SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES,
FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES, FIRE VALUATIONS.

Special Estate Room for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON.

I.

ors.
Nine
e of a

aving
of a
ndon,

road-
en in

, two
uce a

ound-
nity

IT
West-

the
, on

court

ree',

n.

con-

ma,
gly
rge
ases
at
s of
and

he
on

ex-

ect,

eg

and
re
and
in

nd,
ve

W.

se

he
to

ter

S

y

l.